



- Betsy DeWitt – Chairman
- Nancy A. Daly
- Jesse Mermell
- Richard W. Benka
- Kenneth M. Goldstein
- Melvin A. Kleckner –
Town Administrator

AGENDA

BOARD OF SELECTMEN

CALENDAR

FOR

11/01/2011

SELECTMEN'S HEARING ROOM

1. **LITIGATION**

**6:00 P.M.
PROPOSED
EXECUTIVE
SESSION** Town Counsel Jennifer Dopazo Gilbert will appear to discuss strategy relative to pending and/or threatened litigation.

2. **PERSONNEL**

**PROPOSED
EXECUTIVE
SESSION** Town Administrator Melvin Kleckner will update the Board on personnel matters.

3. **ANNOUNCEMENTS**

7:30 PM Selectmen to announce recent and/or upcoming Events of Community Interest.

4. **SELECTMEN UPDATES**

Reports by individual Selectmen on activities related to carrying out the responsibilities of the Board.

5. **PUBLIC COMMENT**

Public Comment period for citizens who requested to speak to the Board regarding Town issues not on the Calendar.

6. **FIRE CHIEF**

Question of approving and executing an Employment Contract with Paul D. Ford for Fire Chief effective November 7, 2011 to November 6, 2014.

a. Question of appointing Paul D. Ford as Fire Chief for the Town of Brookline for a three (3) year term effective November 7, 2011 until November 6, 2014.

7. **MISCELLANEOUS**

Approval of miscellaneous items pgs. licenses, vouchers, and contracts.

8. **POLICE PERSONNEL**

Question of authorizing Chief Daniel O'Leary to hire to fill 10 vacant

police officer positions from the November 2011 certified candidates list.

9. **BOARDS AND COMMISSIONS - INTERVIEWS**

James Batchelor candidate for reappointment to the Preservation Commission will appear for interview.

10. **FY12 FIRE DEPARTMENT BUDGET**

Director of Fire and EMS Services John Green will appear to update the Board on FY12 Fire Department Leave and Overtime experience.

11. **WARRANT ARTICLES**

8:30 P.M. Question of further review and voting on the following Warrant Articles for the November 15, 2011 Fall Town Meeting:

No. Art.

5. Neighborhood Conservation District (NCD) By-Law (Planning)

6. Hancock Village NCD (Planning)

9. Leaf Blowers (Fischer)

13. Resolution for Pedestrian Signal at Green/Harvard Streets (Spiegel)

15. Resolution on Parks and Use by Day Care Centers (Sneider)

12. **MISCELLANEOUS**

13. Question of approving the minutes of October 25, 2011.

14. Question of authorizing Town Counsel to proceed with the settlement of the dispute regarding the language of the Olmsted Hill Project Land Disposition Agreement in accordance with the agreement reached at the recent mediation.

15. Question of executing documentation related to the 2-4 Brookline Place environmental remediation and Activity and Use Limitations.

16. Question of authorizing a lateral transfer for P.O. Derek Wennerstrand to the Norwood Police Department.

17. Question of accepting a grant in the amount of \$13,981.50 from the 2011 Edward Byrne Memorial Justice Assistance Grant Program. Said funds to be used for technology improvements within the Police Department.

18. Question of accepting a grant in the amount of \$2,500.00 from the Violence Against Women (VAWA) STOP Recovery Act Grant Program. Said funds to be used to document crime scenes, physical injuries of victims and any other items that may assist in the investigation of Domestic Violence crimes.

19. Question of executing Contract NO. PW/12-16 "Transportation Improvement Project Hammond Street at Fire Station #6" in the amount of \$94,100.00 with Republic Intelligent Transportation

Services, Inc. of Billerica. Said contract was awarded on October 4, 2011 and is funded as follows:

4904K087 6T0030	\$43,030.34
4911K058 6H0026	\$51,069.66

20. Question of executing Contract No. PW/12-19 "Rental Rates for Snow Plowing and Ice Control" in the amount of \$65,928.00 with D'Allessandro Corp. of Avon. Said contract was awarded on October 25, 2011 and funded from account 42004230 52370.
21. Question of authorizing the Town Administrator to execute a Financial Assistance Agreement with the MWRA in connection with I/I Local Financial Assistance Program Project No.WRA-P7-2-746 (Infiltration/Inflow Investigation and Sewer System Rehabilitation Design).
22. Question of granting a Permit to Serve Alcoholic Beverages (no-sale) to Larz Anderson Auto Museum in connection with the following events to be held at 15 Newton Street:

November 3rd Reception
5pm-10pm

November 14th Reception
5pm-9pm

November 18th 40th Birthday Party
6pm-11pm
23. Question of granting a temporary All Kinds of Alcoholic beverages license to Larz Anderson Auto Museum in connection with a Fundraiser to be held on November 5, 2011 from 5:30 pm - 11pm at 15 Newton Street.
24. Question of authorizing the Town Administrator to execute a letter of interest for MAPC's Local Energy Action Program.

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals who need auxiliary aids for effective communication in programs and services of the Town of Brookline are invited to make their needs known to the ADA Coordinator, Stephen Bressler, Town of Brookline, 11 Pierce Street, Brookline, MA 02445. Telephone (617) 730-2330; TDD (617) 730-2327; FAX (617) 730-2296; by e-mail at sbressler@brooklinema.gov

**BROOKLINE POLICE DEPARTMENT***Brookline, Massachusetts*

DANIEL C. O'LEARY
CHIEF OF POLICE

October 27, 2011

To: Mr. Melvin Kleckner, Town Administrator

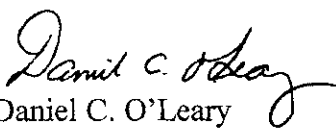
From: Daniel C. O'Leary, Chief of Police

Subject: Patrol Officer Hiring

On or about November 1, 2011, the new hiring list, based on the April 2011 Police Officer Entrance Exam, will be certified and Police Departments can hire candidates from the list. Our Department currently has eleven vacant positions within our ranks. There is also the possibility of two more vacancies within the next month or so. With this in mind, I am requesting that the Board of Selectmen authorize the Police Department to hire for ten of the vacant positions. As you know, the hiring process will take several months as candidates under go background investigations, interviews, medical and psychological screenings and other steps before being placed into a Police Academy. There are currently academies scheduled to run during the latter part of the winter and early spring. We would like to have our candidates ready for hiring by late winter. The Police Academy is approximately six months long and a recruit officer undergoes a field training period in our Department after that. Therefore, if we are able to begin the hiring process now, these new recruits will be available to work within our ranks about this time next year. These ten positions are funded as part of our current budget and we will assume no additional costs. Sean Cronin and I spoke about this last week.

Thank you.

DCO/kaf


Daniel C. O'Leary
Chief of Police

PRESERVATION COMMISSION

James Batchelor, Chair	(2011)
Judith Selwyn	(2012)
Linda Leary	(2012)
Elton Elperin	(2011)
David King	(2013)
Wendy Ecker	(2013)
<i>VACANCY</i>	<i>(2012)</i>

ALTERNATES

Rosemary Battles Foy	(2012)
Paul Bell	(2011)
Kirstin Gamble Bridier	(2013)
<i>VACANCY</i>	<i>(2013)</i>

INCUMBENT

James Batchelor
Elton Elperin
Paul Bell (Alt)

NEW CANDIDATES

Rick Schmidt

BOARD AND COMMISSION
REAPPOINTMENT INTEREST
FORMNAME Jim BatchelorADDRESS 29 Manchester Rd.HOME PHONE# 617-739-2359WORK PHONE# 617-623-5555E-MAIL ADDRESS jpb2@rcn.comMEMBER OF - BOARD/COMMISSION PreservationDO YOU WISH TO BE REAPPOINTED: YES ☒ NO ☐LIST ACCOMPLISHMENTS IN THE LAST THREE YEARS I ran(as Chair) the meetings in a balanced way; I helped
in the creation of the new (Lawrence) Historic District.FUTURE GOALS: Help (efficiently) meet the needs of
all the LHD's and help with the Demolition Delay
cases, over which we have a modest, but sometimes
helpful jurisdiction.

OFFICE OF SELECTMEN
MEMORANDUM

TO: Board of Selectmen
 FROM: Melissa Goff, Assistant Town Administrator *MG*
 RE: **FY12 Fire Department Leave/OT Update**
 DATE: 10/28/11

Based on the FY12 Leave and Overtime experience through the payroll posted on 10/27/11 it is necessary to update the Board on current projections for the Fire Department's payroll. The attached spreadsheet provides the detail of the Department's year-to-date FY12 Overtime experience. A summary of this information is provided below:

Year-to-date overtime is \$288,561, a 69% increase from FY11. The total number of OT tours through the month of September is 260. This is up 44 (20%) from the year-to-date FY11 total. What is disconcerting is that this has occurred while staffing levels have remained virtually unchanged, however, there is a primary factor that is contributing to this increase; injury leave. We have been working with the Fire Department to get a better understanding of what the status of current firefighters on injury leave and the steps the department is taking to improve it.

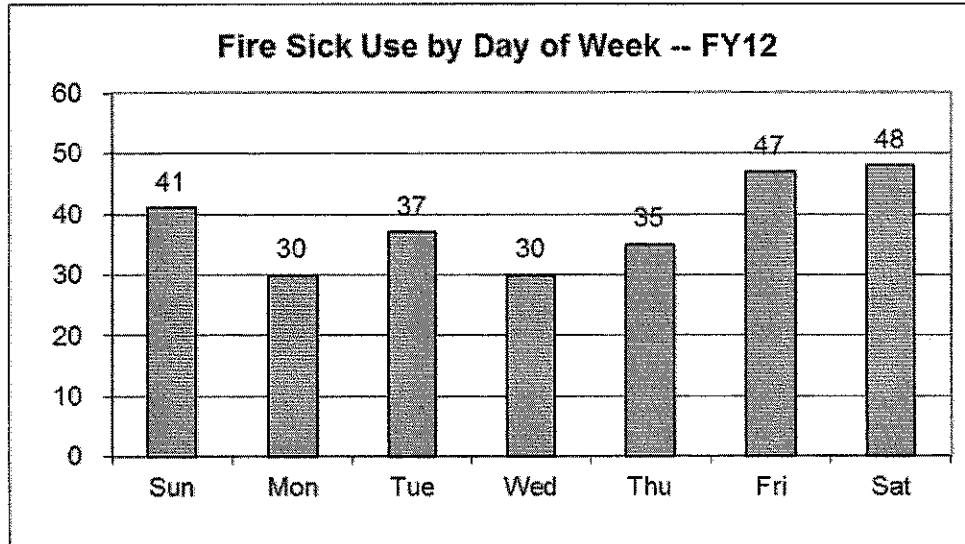
The following table summarizes the leave utilization trends for FY07-FY12:

Fire Department Leave Tours by Type (thru Sept.)							
	FY07	FY08	FY09	FY10	FY11	FY12	% Change
Sick	230	315	219	149	254	268	5.5%
Vacation	384	407	362	386	376	402	6.9%
A-Day	48	46	51	43	37	31	-16.2%
Injury	176	110	148	114	96	182	89.6%
Other	42	10	23	10	18	36	100.0%
TOTAL	880	888	803	702	781	919	17.7%

As you can see in the table above, overall leave utilization increased by 17.7% with Injury increasing by 86 tours or 89.6 %. Other increased by 18 tours (100%) (military, bereavement and labor leave types are included in this category). Vacation is up 26 tours (6.9%) while Sick leave is up 14 tours (5.5%).

10. - 2

There have been approximately seven firefighters out on long term injury leave for the first quarter of this fiscal year. While sick leave is not the driver of the projected deficit in the personnel budget, there remains to be a trend in sick leave use that is problematic: the majority of sick tours taken is on the weekend.



While Injury leave is clearly the biggest factor contributing to the increase in Overtime increase, contractually obligated leave and sick leave have also strained the personnel budget. I have run several different projections, and they show that if the current trend continues the Fire Department will exceed their personnel budget between \$200,000-\$250,000.

cc: Mel Kleckner, Town Administrator
Sean Cronin, Deputy Town Administrator
John Green, Director of Fire and Medical Services
Chief Ford, Fire Department

FIRE DEPARTMENT OVERTIME COMPARISON

OT WEEK #	FY11	FY12	\$ VARIANCE 12-11	% VARIANCE 12-11
1	16,586	9,512	(7,075)	-43%
2	-10,312	22,861	33,174	322%
3	28,076	19,229	(8,846)	-32%
4	27,909	13,412	(14,497)	-52%
5	11,060	22,709	11,649	105%
6	10,689	18,554	7,865	74%
7	14,217	15,831	1,614	11%
8	5,138	24,851	19,713	384%
9	4,767	27,538	22,771	478%
10	12,733	27,047	14,313	112%
11	8,603	12,950	4,347	51%
12	10,017	12,568	2,551	25%
13	9,005	14,756	5,753	64%
14	5,726	5,497	(229)	-4%
15	2,654	11,357	8,704	328%
16	7,197	11,701	4,503	63%
17	6,932	18,186	11,255	162%
18	6,706		(6,706)	-100%
19	9,199		(9,199)	-100%
20	2,857		(2,857)	-100%
21	6,926		(6,926)	-100%
22	14,848		(14,848)	-100%
23	10,552		(10,552)	-100%
24	11,165		(11,165)	-100%
25	18,672		(18,672)	-100%
26	20,978		(20,978)	-100%
27	19,989		(19,989)	-100%
28	2,078		(2,078)	-100%
29	9,514		(9,514)	-100%
30	1,526		(1,526)	-100%
31	13,398		(13,398)	-100%
32	330		(330)	-100%
33	4,648		(4,648)	-100%
34	6,592		(6,592)	-100%
35	4,452		(4,452)	-100%
36	1,759		(1,759)	-100%
37	1,472		(1,472)	-100%
38	4,685		(4,685)	-100%
39	12,559		(12,559)	-100%
40	8,305		(8,305)	-100%
41	-27,049		27,049	100%
42	8,717		(8,717)	-100%
43	6,147		(6,147)	-100%
44	8,263		(8,263)	-100%
45	3,992		(3,992)	-100%
46	5,955		(5,955)	-100%
47	7,926		(7,926)	-100%
48	8,887		(8,887)	-100%
49	16,963		(16,963)	-100%
50	15,822		(15,822)	-100%
51	12,991		(12,991)	-100%
52	13,029		(13,029)	-100%
TOTAL	445,861	288,561	(157,290)	-35%
CUMULATIVE TOTAL	170,997	288,561	117,564	69%

2011 FALL TOWN MEETING ARTICLE REVIEW SCHEDULE

ARTICLE NUMBER	SUBJECT	BOARD OF SELECTMEN		ADVISORY SUB-COMMITTEE		ADVISORY COMMITTEE	
		REVIEW DATE	VOLE	REVIEW DATE	REVIEW TIME	REVIEW DATE	VOLE
1	Unpaid Bills (Selection)	13-Sep	FA (5-0)	12-Oct	6:30 PM	20-Oct	FA (23-0)
2	Collective Bargaining Agreements (HR)	13-Sep				20-Oct	NA (23-0)
3	FY2012 Budget Amendments (Selection)	27-Sep	FA (5-0)	12-Oct	6:30 PM	20-Oct	FA (21-1)
4	Federal Tax Withholding (Allen)	20-Sep	NA (5-0)	12-Oct	6:30 PM	20-Oct	NA (22-0)
5	Neighborhood Conservation District (NCD) By-Law (Planning)	20-Sep		5-Oct	7:00 PM		
6	Hamcock Village NCD (Planning)	20-Sep		19-Oct	6:15 PM	25-Oct	FA as Amended (18-4-1)
7	Tobacco Control (Vitolo)	27-Sep	FA (5-0)	6-Oct	7:00 PM	25-Oct	FA as Amended (20-3)
8	Fingerprint-Based Background Checks (Police Chief)	27-Sep	FA as Amended (4-0)	6-Oct	6:00 PM	25-Oct	FA (14-1-6)
9	Leaf Blowers (Fischer)	4-Oct		27-Sep	6:30 PM	6-Oct	FA as Amended (16-3-1)
10	Taxi Medallion Fund (Selection)	13-Sep	FA (5-0)	4-Oct	5:30 PM	13-Oct	FA on Resolution (18-2-1)
11	Legislation Removing Brookline from Norfolk Co. (Lebow)	4-Oct	NA (3-1)	12-Oct	6:30 PM	20-Oct	FA (23-0-1)
12	Resolution to Abolish Norfolk Co. (Lebow)	4-Oct	NA (3-1)	6-Oct	6:30 PM	13-Oct	FA (16-5)
13	Resolution for Pedestrian Signal at Green / Harvard (Spiegel)	18-Oct	FA as Amended (5-0)	6-Oct	6:30 PM	13-Oct	FA (17-4)
14	Resolution on Multi-Space Meters (Lebow)	4-Oct	NA (3-1)	4-Oct	5:30 PM	6-Oct	FA as Amended (21-0)
15	Resolution on Parks and Use by Day Care Centers (Sneider)	18-Oct		12-Oct	5:00 PM	27-Oct	FA as Amended (19-1-1)
16	Resolution on Scheduling of Town Meetings (Plant, etc.)	11-Oct	NA (3-1-1)	25-Oct	6:00 PM	27-Oct	FA as Amended (13-6-3)
17	Resolution on Pledge of Allegiance in Classroom (Rosenthal)	11-Oct	NA (5-0)	12-Oct	7:00 PM	18-Oct	FA as Amended (14-11)
18	Resolution on Robocalls (Bursheim)	11-Oct	FA as Amended (5-0)	11-Oct	6:30 PM		
19	Reports	11-Oct		18-Oct	6:30 PM	18-Oct	No Action (17-8)

* Indicates difference.



Town of Brookline

Massachusetts

HOUSING ADVISORY BOARD

Roger F. Blood, Chair
 Steven A. Heikin
 Michael H. Jacobs
 Karen J. Kepler
 Rita K. McNally
 Rufus Phillips
 Kathy A. Spiegelman

333 Washington Street
 Brookline, MA 02445
 (617) 730-2130
 FAX (617) 730-2442

Date: October 27, 2011
 To: Board of Selectmen
 From: Roger Blood, Chair, Housing Advisory Board
 RE: Warrant Articles 5 and 6 –
 Possible Adverse Consequences for Affordable Housing

The Housing Advisory Board (HAB) wishes to express its concern regarding the potentially adverse consequences for affordable housing in Brookline that could result from adoption of Warrant Articles 5 and 6.

As written, these additions to the Town By-Laws are likely to discourage conventional new development. Beyond just the greater complexity of permitting in an existing NCD would be the uncertainty regarding the adoption of an NCD in response to a contemplated development, and thus the financial risk facing a developer who wishes to undertake development anywhere in Town. Adopting an NCD for this purpose would entail a less rigorous process and a lower threshold of approval than either re-zoning or the creation of a historic preservation district.

If we understand it correctly, the opponents of any prospective project may seek adoption of an NCD any time prior to the issuance of a building permit, by which time the developer will have committed substantial investment in acquisition, design, construction documentation and financing. Affordable housing development, in particular, requires expenditure of considerable resources “up-front”, i.e., prior to the issuance of a building permit (resources which the Town sometimes fronts at its own risk). We are concerned that the risk that a project can be stopped or delayed, coming at such a late stage, will have a chilling effect on potential projects.

Further, the process of obtaining State funds, usually necessary for affordable housing development, has become increasingly competitive, and a project must be ready to proceed to a construction closing upon an award from the State. This standard requires that the project have its zoning and other public approvals in place. We are concerned that projects in Brookline would not score well since they could be halted or delayed after the award of State funds and therefore would not be considered “ready to proceed.”

By reducing the development of market-rate residential multifamily projects, Article 5 could reduce or substantially eliminate the number of affordable housing units created under the Town’s inclusionary zoning ordinance (77 affordable units added since 2000), as well as contributions to the Town’s Housing Trust (\$6.4 million contributed since 2000).

On the other hand, passage of these Articles may result in an increased reliance upon Chapter 40B (comprehensive permits) by developers otherwise not so inclined. While Chapter 40B has been an important tool for increasing affordable housing statewide, to make it the only predictable avenue for new residential development in Brookline could have the unintended consequence of reducing, rather than increasing, community control over new housing development as these Articles seek to accomplish.

Fall 2011 Town Meeting
Advisory Committee Recommendation
Article 5

VOTED: that the Town amend its General By-Laws by adding a new section 5.10 as follows:

5.10 NEIGHBORHOOD CONSERVATION DISTRICTS

5.10.1. TITLE AND PURPOSE

This by-law shall be known as and may be titled the Brookline Neighborhood Conservation District By-law. The Town of Brookline hereby establishes the category of Neighborhood Conservation District ("NCD").

This by-law is enacted for the purposes of preserving and protecting groups of buildings and their settings that are architecturally or historically significant; preserving and protecting the layout of neighborhoods or historical subdivisions of neighborhoods, vehicular and pedestrian circulation patterns, green spaces, open spaces, landscapes, and viewsheds that are historically significant or significant to the character of the town or its neighborhoods; preserving and protecting distinctive features of the architectural, environmental, cultural, economic, political or social history of the town and its neighborhoods, and limiting the detrimental effect of alterations, additions, demolitions and new construction on the character of the town and its neighborhoods. Through this by-law, alterations, additions, demolition and new construction may be reviewed for compatibility, including without limitation design, massing, topography, scale and materials, with the existing buildings, green spaces, open spaces, courtyards, landscapes, neighborhood and subdivision plans and layouts, circulation patterns, viewsheds, settings and neighborhood character. This by-law seeks to encourage the protection of the natural and built environment including without limitation buildings, viewsheds, cultural landscapes, land use patterns and neighborhood plans through regulatory review. This by-law promotes the public welfare by making the town a more attractive and desirable place in which to live and work and by preserving its distinctive history and man-made and natural characteristics for its inhabitants and its visitors. This by-law promotes the public welfare by making the town a more attractive and desirable place in which to live and work by preserving the distinctive history and character of its built, landscaped and natural environment.

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Each NCD identified in Section 5.10.3 shall be geographically defined. Each such district shall be subject to a set of design guidelines specific to that district established as set forth herein.

5.10.2. DEFINITIONS

As used in this by-law the following terms shall have the following meanings (whether or not capitalized in text):

- a. *ADDITION* - An extension or increase in gross floor area, number of stories, height or size of a building or structure.
- b. *ALTER or ALTERATION* - Any change to an existing building or other structure other

than repair, or other changes to a site or property set forth in the definition of "Reviewable Project" (including without limitation Sections 5.10.2.m(iv) to 5.10.2.m(ix). Alteration shall include, without limitation, the moving or complete or partial demolition of an existing building or structure (as defined in Sections 5.3.2(h) and (i) of these By-Laws, except as exempted below).

c. *APPLICATION* - The complete document(s) and supporting material(s) to be submitted by an applicant desiring to obtain a Certificate of Appropriateness. A complete application shall include information reasonably deemed necessary by the Commission to enable it to make a determination.

d. *BUILDING* - A combination of materials forming a shelter for persons, animals or property.

e. *CERTIFICATE OF APPROPRIATENESS* - A document granted by the Neighborhood Conservation District Commission in order to permit a Reviewable Project to proceed, including without limitation to obtain a building (including demolition) permit.

f. *COMPATIBLE* - A Reviewable Project that meets the design guidelines of the Neighborhood Conservation District.

g. *DESIGN GUIDELINES* - The guidelines applicable to each Neighborhood Conservation District and used by the Commission to determine whether the design of a proposed Reviewable Project is compatible with the district. Such guidelines are set forth in Section 5.10.3 with respect to each district created under this by-law.

h. *DISTRICT* - Any Neighborhood Conservation District as established in this by-law.

i. *NEIGHBORHOOD CONSERVATION DISTRICT ("NCD")* - A property or group of properties designated in Section 5.10.3.

j. *NEIGHBORHOOD CONSERVATION DISTRICT COMMISSION ("the Commission" or "the NCD Commission")* - *A member or members* of the Brookline Preservation Commission, as supplemented by any additional individuals appointed in accordance with Section 5.10.4, acting as the body making determinations under this by-law regarding applications for Certificates of Appropriateness in a particular NCD. With respect to any NCD the composition of the NCD Commission may be specific to that NCD.

k. *PERSON AGGRIEVED* - An applicant and any immediate abutter whether inside or outside the NCD.

l. *REPAIR* - The reconstruction or renewal of any part of an existing building or other structure for the purpose of its maintenance without change in material, design or dimensions.

m. *REVIEWABLE PROJECT* - Except to the extent that the particular design guidelines for a specific NCD set forth in section 5.10.3 of this by-law may exempt some of these activities from review within that NCD, the following shall be subject to review, regardless of whether any demolition or other building permit is required: (i) a change to a building or other structure or part thereof such as removal, construction, reconstruction, restoration, renovation, replication, rehabilitation, addition, alteration, partial or total demolition and other similar activities, or the construction of a new building or other structure or part thereof; (ii) painting of previously unpainted masonry; (iii) addition or replacement of doors and windows, or tinting or altering glass reflectivity unless excluded in Section 5.10.6.c.11; (iv) a change to a site that includes constructing, placing, erecting, installing, enlarging or moving a building or other structure or other similar activities; (v) the removal or addition of streets, driveways, parking areas, walkways or paved surfaces; (vi) removal of trees more

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than eight inches in diameter at 56" height (d.b.h.); (vii) substantial or complete removal of areas of vegetation specifically identified in the design guidelines at or after the creation of the NCD; (viii) removal of ledge or other rock outcroppings with at least one foot exposure in height; or (ix) changes in grade elevation of more than three feet. The activities set forth in Section 5.10.6 shall be exempt from review.

n. STRUCTURE - That which is built or constructed, including buildings, walls, retaining walls, fences, walkways, driveways or parking areas, paving and curbs, street name signs, any signs larger than one square foot, swimming pools, tennis courts, freestanding HVAC equipment, and outdoor lighting that shines on any adjacent property.

o. SUBSTITUTE SIDING - Exterior building cladding such as vinyl, aluminum or cement board not original to the date of construction of that portion of the building.

p. TEMPORARY BUILDING OR STRUCTURE - A building or other structure, necessary for a specific event, incident or project, erected for a period of no more than 6 months, unless otherwise agreed to by the Commission, the installation and removal of which will cause no permanent change.

5.10.3. DISTRICTS AND GUIDELINES

a. A Neighborhood Conservation District shall encompass a geographically defined area, *that, at the time of its establishment, is located in its entirety within one or more residence residential districts as defined in section 3.01.1 of the Zoning Bylaw.* Additional NCDs may be added by majority vote of Town Meeting and each such NCD and the design guidelines for such NCD shall be set forth in part d of this Section 5.10.3, as it may be amended. The boundaries of each NCD shall be set forth on a map on file with the Town Clerk. The NCD Commission, Town Counsel or Town Clerk shall, in addition, promptly present a copy of the map and applicable by-law for filing in the Norfolk County Registry of Deeds.

b. The design of each Reviewable Project in a Neighborhood Conservation District shall be subject to the particular design guidelines set forth in this Section 5.10.3 for such district.

c. The Commission may impose dimensional requirements that further the purposes of this by-law, including without limitation preventing Reviewable Projects inconsistent with the historic or architectural aspects, scale or massing, neighborhood or subdivision plan or layout, circulation patterns, or green space, open space, landscape, vegetation or viewshed character of the NCD.

5.10.4. NEIGHBORHOOD CONSERVATION DISTRICT OVERSIGHT

a. Each Neighborhood Conservation District shall be overseen by a Neighborhood Conservation District Commission consisting of no less than five members, *which shall not preclude overlapping membership in whole or in part between commissions for various NCDs if appropriate to provide consistency, continuity, economy or other benefits in NCD administration Town-wide.* If deemed appropriate by the Board of Selectmen for the administration of a specific NCD after consultation with the chair of the Brookline Preservation Commission, the size of an NCD Commission may be increased to seven members *and the specific membership shall be determined within the limits set forth below.* In the case of a five-member NCD Commission, *up to three members but no less than one member* shall be representatives of the Brookline Preservation Commission as described in Section 5.6.4 of the Town By-laws, and *at least two membersthe remaining members* (and their alternates) shall be appointed by the Board of

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Selectmen. In the case of a seven-member NCD Commission, up to four members but no less than one member shall be representatives of the Brookline Preservation Commission and the remaining members and at least three members (and their alternates) shall be appointed by the Board of Selectmen. The member or members of an NCD Commission representing the Preservation Commission may be either regular or alternate members of the Preservation Commission, and shall be designated by the chair of the Preservation Commission to serve on a particular NCD Commission. The Selectmen's appointees shall be residents of the Town and may be, as appropriate, individuals such as members of other Boards and Commissions, residents and/or property owners within of the NCD, residents of abutting areas, or residents of the Town with additional expertise in the issues specific to a particular NCD, such as architecture, historic landscape preservation, landscape architecture, agriculture, horticulture or forestry, urban planning or history. Such Selectmen's appointees (including alternates) shall initially be appointed to one-, two-, or three-year terms so as to minimize the number of terms that expire in the same year, and at the expiration of the initial terms, appointments shall be for three-years. Each NCD Commission shall elect a chair and vice-chair from within its own number, and a clerk from within or without its own number. In the absence of an NCD Commission member representing the Preservation Commission, the NCD Commission chair may appoint any regular or alternate Preservation Commission Member to act for that absent member. In the absence of an NCD Commission member appointed by the Selectmen, the NCD Commission chair may appoint any alternate appointed by the Selectmen to act for that absent member. Prior to the appointment by the Selectmen of the Selectmen-appointed NCD Commission members or alternates or in the event of the unavailability of such Selectmen's appointees, those positions shall be filled on an interim basis by regular or alternate members of the Preservation Commission appointed by the chair of the Preservation Commission, so that an NCD at all times has the requisite number of five (or seven, if applicable) members.

The Commission for each NCD shall exercise its powers in administering and regulating the alteration of buildings, other structures and natural and manmade elements within such NCD as set forth under the procedures and criteria established in this by-law.

The Commission for each NCD shall review all Reviewable Projects in the NCD, including without limitation new construction, demolition or alterations that affect the landscape or topography, the exterior architectural features of buildings and other structures, or the mass and siting of buildings and other structures. The authority of the Commission shall be binding except with regard to the categories of structural, landscape or architectural features exempted by Section 5.10.6 or that may be otherwise exempted by the particular design guidelines for a specific district set forth in Section 5.10.3 of this by-law.

An NCD Commission, or the Town on behalf of any such commissions, may receive and accept appropriations, grants and gifts to further the purposes of this by-law. An NCD Commission, or the Town on behalf of any such commissions, is also authorized to the extent permissible by law to require the collection of funds as part of an application to be placed in a separate account. These funds may be used to fund Town review of a Reviewable Project, including the retention of consultants or the funding of staff required to complete review of an application.

b. An NCD Commission, after a public hearing duly noticed at least 14 days in advance, may

adopt, and from time to time amend, reasonable rules and regulations not inconsistent with the provisions of this by-law or other by-laws governing the Commission. Such rules and regulations shall set forth such forms and procedures as it deems desirable and necessary for the regulation of its affairs and the conduct of its business, including requirements for the contents and form of applications for certificates, the process for collecting and utilizing funds including without limitation application fees and funds required to fund Town review, hearing procedures and other matters. Such rules and regulations may also include a set of design review standards, not inconsistent with the applicable design guidelines and exemptions contained herein under Sections 5.10.3 and 5.10.6, to refine and clarify the application of the design guidelines during the design review process. The NCD Commissions for various NCDs within the Town may adopt common rules and regulations for the conduct of their business, consistent with the specific design guidelines applicable to each NCD, *including coordinating or integrating procedures for review of applications*. The Commission promulgating any such rules and regulations shall file a copy thereof with the office of the Town Clerk.

5.10.5. PROJECTS PROHIBITED WITHOUT A CERTIFICATE

Except as this by-law provides, no building, other structure, site, property or part thereof within a Neighborhood Conservation District shall be altered (which term includes complete or partial demolition and new construction) and no other Reviewable Project may proceed unless the Commission shall first have issued a Certificate of Appropriateness. A building permit (which shall include permits for demolition) or an occupancy permit may not be issued for an altered building, structure, site or property or other Reviewable Project without the prior issuance of a Certificate of Appropriateness.

5.10.6. ALTERATIONS EXEMPT FROM COMMISSION REVIEW

a. It shall be the responsibility of the staff of the Commission, with the concurrence of the Chair of the Commission, to determine whether a proposed alteration or other project is exempt from review and they shall have ten business days to make this determination. Any alteration or project that is exempt from review shall receive a Certificate of Exemption that will permit such alteration or project to go forward without further review under the Neighborhood Conservation District By-Law. *The Commission may establish regulations to define projects that are of insufficient significance to warrant Commission review, and Commission staff may issue a Certificate of Exemption for such a project.*

b. Nothing herein shall be deemed to limit review to features visible from a public way unless such a limitation is set forth in the particular design guidelines for a specific district set forth in Section 5.10.3.d of this by-law.

c. The following projects or portions of Reviewable Projects are exempt from Commission review in all NCD districts:

1. Temporary buildings and structures subject to time limits (no longer than 6 months) and size limits determined by the Neighborhood Conservation District Commission.
2. One-story detached accessory structures without permanent foundations used as tool and storage sheds, playhouses, and similar uses provided the floor area does not

exceed 100 square feet. This exemption shall not apply to garages, parking structures or other structures for vehicular use nor to structures to shelter or visually shield HVAC equipment.

3. Interior Alterations, including interior demolition as defined in Sections 5.3.2(h)(iii) and (iv) (such sections shall continue to be applicable to the Demolition Delay By-Law).
4. Ordinary maintenance and repair of architectural features that match the existing conditions including materials, design and dimensions.
5. Removal of substitute siding provided, however, that any replacement siding and trim shall be reviewable.
6. Reversible changes of color (such as staining or repainting of wood siding or trim, but not work such as painting of previously unpainted masonry).
7. Removal, replacement or installation of the following exterior elements (this exemption shall not apply to replacement windows which may include storms or screens):
 - a. Exterior storm windows and exterior storm doors
 - b. Exterior window screens or exterior screen doors
 - c. Gutters and downspouts
 - d. Removable window air conditioners, but not permanently installed HVAC equipment whether as part of a building or freestanding.
 - e. Satellite dishes or antennae less than 3 feet in maximum width.
8. In-kind replacement of plant material.
9. Removal of public shade trees or removal of plant material that is severely damaged or dying due to weather-related events or natural causes.
10. Reconstruction, substantially similar in exterior design, of a building, damaged or destroyed by fire, storm or other disaster, provided such reconstruction is begun within the time period specified in Section 8.03.1 of the Zoning By-Law and carried forward with due diligence.
11. Replacement windows and doors, and windows and doors installed in an addition or new construction, whether including single-pane glass or multiple-pane insulating glass, provided that (a) the exterior appearance is consistent in size, scale and detailing with that of pre-existing windows and doors on the building and adjacent buildings, as through the use of true divided lites or exterior muntins adhered to the exterior glass surface, and (b) reflective or tinted glass is not used, unless used in the pre-existing windows and doors.

5.10.7. PROCEDURES FOR REVIEW

Any Reviewable Project not exempted above requires the submittal of an application for regulatory review by the Commission. The application shall be accompanied by a filing fee as may be determined from time to time by the Board of Selectmen. As may reasonably be deemed necessary by the Commission to enable it to make its determination on the application, the application may be required to include (a) drawings and/or photographs showing existing conditions, including existing buildings and other structures, landscape features and vegetation, open spaces and pedestrian and vehicular paths, and (b) plans, elevations, specifications, photographs, descriptions of materials and other supporting information of the proposed changes.

Within forty-five business days of the submittal of a complete application, including all required supporting information, the Commission shall hold a public hearing on the application. At least fourteen days before said public hearing, public notice shall be given. Such notice shall identify the time, place and purpose of the public hearing.

At or subsequent to the public hearing, the Commission shall determine whether the proposed alteration or other Reviewable Project, including any modification thereof agreeable to the applicant, is compatible with the specific design guidelines of the applicable district and the purposes of this by-law. The Commission may waive or modify the application of a design guideline in a particular case if such waiver will not derogate the protections provided by this by-law to the neighborhood and abutters.

If the Commission determines that the alteration is compatible with the design guidelines for the district, the Commission shall issue a Certificate of Appropriateness. If deemed necessary to ensure that an alteration is compatible with the design guidelines, the Commission may attach appropriate conditions to the Certificate of Appropriateness. The concurring vote of a majority of Commission members, including voting alternates (i.e., not less than three votes for a five-member commission and not less than four votes for a seven-member commission) shall be required to issue a Certificate of Appropriateness.

If the Commission does not determine that the alteration is compatible with the design guidelines for the district, the Commission shall deny the Certificate of Appropriateness. The Commission shall provide the applicant with the reasoning for its denial including the manner in which the alteration does not meet the applicable design guidelines in Section 5.10.3.d or the purposes of this by-law.

The Commission may further delay or totally prohibit demolition in addition to any delay provided by the Brookline Demolition Delay By-Law. In considering an application to demolish a building or structure, the Commission shall consider the architectural or historical significance of the building, including, if any, the findings of the Preservation Commission under the Demolition Delay By-Law; the siting and significance of the building or structure in relation to its surroundings and surrounding buildings either by itself or as a component as a group of buildings or structures; and the design and siting of any replacement building or structure.

5.10.8. PROCEDURES FOR ISSUANCE AND FILING OF CERTIFICATES

Each Certificate issued by the Commission shall be dated and signed by its chairperson or such other person designated by the Commission to sign such Certificates on its behalf. The Commission shall send a copy of its Certificate or denial to the applicant and shall file a copy of the Certificate or denial with the office of the Town Clerk and the Building Commissioner. The date of issuance of a Certificate or denial shall be the date of the filing of a copy of such Certificate or denial with the office of the Town Clerk.

If the Commission should fail to make a determination within sixty business days of the filing of a complete application for a Certificate including all required supporting information, or within such further time as the applicant may allow in writing, the Commission shall thereupon issue a Certificate of Appropriateness due to failure to act.

5.10.9. ENFORCEMENT AND PENALTIES

The Commission is specifically authorized to institute any and all actions, including proceedings in law and in equity, as it deems necessary and appropriate to obtain compliance with the requirements of this by-law or to prevent a threatened violation thereof.

The Commission may designate the Building Commissioner to act on its behalf and to enforce this by-law under the direction of the Commission.

Any owner of a property subject to this by-law that has altered a building or other structure or proceeded with a Reviewable Project without first obtaining a Certificate of Appropriateness in accordance with the provisions of this by-law shall be subject to a fine of not more than Three Hundred Dollars. Each day the violation exists shall constitute a separate offense until the alteration is corrected, the addition is removed, a faithful restoration of the demolished building or structure is completed, suitable replacement trees are planted, or the property is otherwise returned to its original condition unless otherwise agreed to by the Commission.

5.10.10. APPEAL PROCEDURE

Any applicant or person aggrieved by a determination of the Commission may appeal as provided for in the Massachusetts General Laws.

5.10.11. VALIDITY AND SEPARABILITY; OTHER BY-LAWS

The provisions of this by-law shall be deemed to be separable. If any of its provisions, sections, subsections, sentences or clauses shall be held to be invalid or unconstitutional, the remainder of this by-law shall continue to be in full force and effect. Nothing in this by-law shall be construed as repealing or modifying any existing by-law or regulation of the Town, but it shall be in addition thereto. To the extent this by-law imposes greater restrictions upon a Reviewable Project than other by-laws, regulations or statutes, such greater restrictions shall prevail.

Advisory Committee recommendation

Article 6.

MOVED: That the Town amend its General By-Laws to establish the Hancock Village Neighborhood Conservation District, defined by the map attached hereto, by adding a new section 5.10.3.d as follows:

d. Specific districts and guidelines.

1. There shall be a Neighborhood Conservation District, to be entitled the “Hancock Village Neighborhood Conservation District”, the boundaries of which are shown on the map entitled “Hancock Village Neighborhood Conservation District”, a copy of which is on file with the Town Clerk’s office, which is hereby declared to be part of this By-law.

The first and largest garden city apartment complex in Brookline, Hancock Village (1946-1949) is significant as a far-sighted, historically important collaboration between the town of Brookline and the Boston-based John Hancock Mutual Life Insurance Company to provide both employment and housing for returning World War II veterans. The development, which straddles the Brookline-Boston line, consists of 789 two-story attached townhouses, most of which are located in Brookline. In consideration of a zoning change by the Town which allowed the development to proceed, the development was designed and built as a high-quality development in the “garden village” style, meaning that each dwelling unit had a separate entrance to the exterior; the units were town-homes of two stories with peaked roofs; there was substantial open space; and there was a “greenbelt” serving as a buffer between the development and adjacent single-family homes. Such elements were embodied in commitments made on behalf of John Hancock Insurance by its president Paul F. Clark, including an agreement with the Town of Brookline executed March 11, 1946. The landscape design was by Olmsted Associates, a Brookline firm with international experience and reputation. Significantly, Hancock Village remains the quality housing development conceived in those commitments and original design, and therefore remains internally coherent in design and compatible in scale, siting and impact with the adjacent neighborhood of single-family homes and with the D. Blakely Hoar Wildlife Sanctuary, especially due to the retention in Hancock Village of open lawns, courtyards and common areas, pedestrian paths, consistent town-house style buildings of modest scale, unobstructed sky planes, buffer zones, and significant landscape features such as puddingstone outcrops. Retaining integrity of location, design, setting, materials, workmanship, feeling, and association, the Hancock Village Neighborhood has as such remained an important historic property in Brookline and a compatible part of the fabric of the community and the adjacent neighborhood.

The Hancock Village Neighborhood Conservation District shall be governed by the following design guidelines. Any further development shall be compatible with the existing development of the district and its relationship to the adjacent neighborhood:

- i. Architectural style and character. The architectural design and building materials of any proposed Reviewable Project shall be compatible with the existing garden-village town-house architecture within the district, with, for example, each dwelling unit

11. - 12

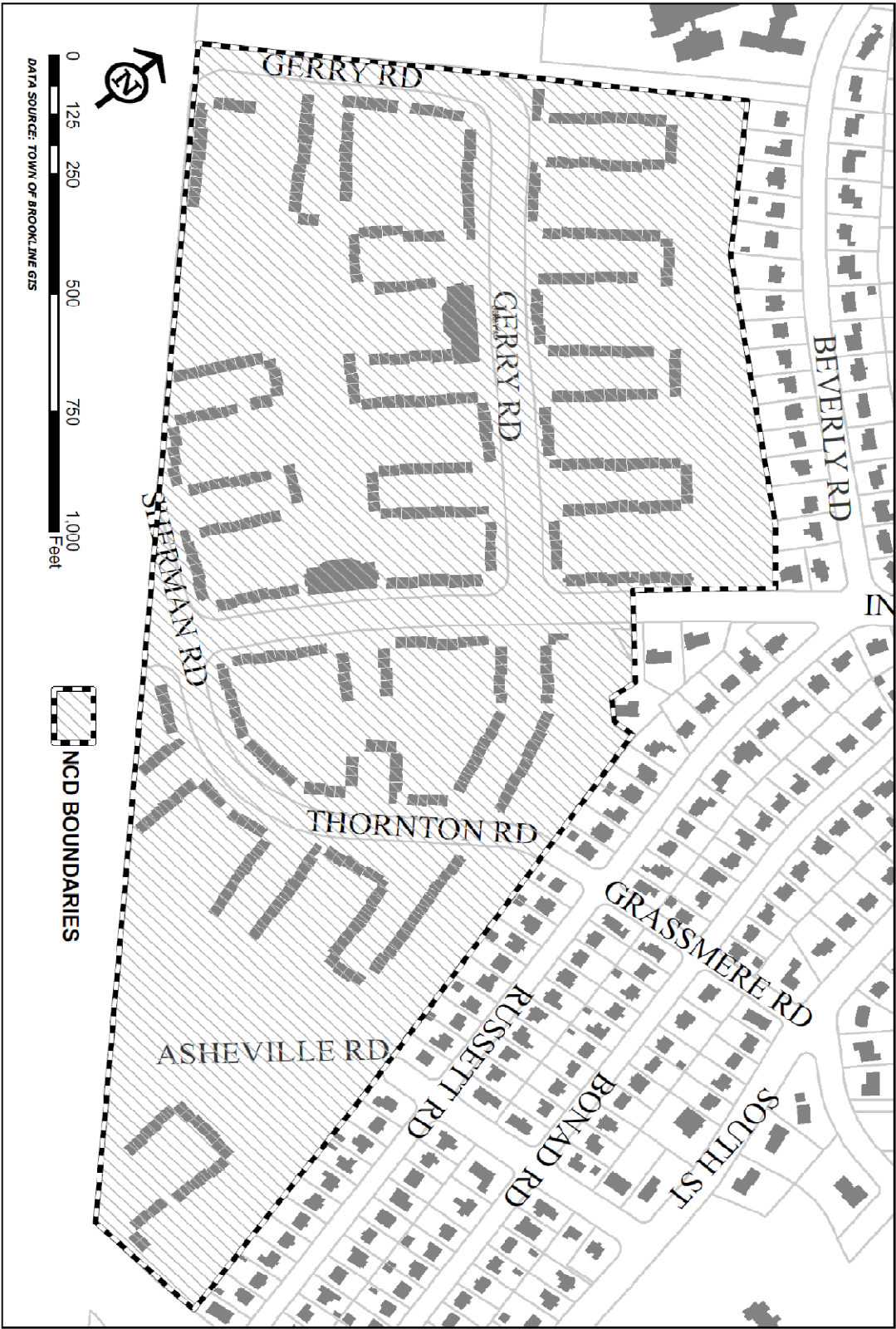
having a separate entrance to the exterior.

- ii. Building size, height and massing. The size, height and massing of a building or other structure which is part of any proposed Reviewable Project shall be compatible with existing buildings and other structures within the district and the adjacent neighborhood, and the elements considered shall include but not be limited to the volume and dimensions of any buildings or other structure; the scale, clustering and massing of any building or other structure in relation to its surroundings, including existing buildings and other structures and nearby landscape and other open spaces; and compatibility of design and materials with existing buildings and other structures. Compatible building size, height and massing shall include, not be limited to limited to:
 - a. No building over 2 ½ stories in height, measured from the highest point of the finished grade of each unit, shall be constructed.
 - b. In relation to any abutting single-family, detached homes, any new single-family homes shall be similarly oriented, have similar rear yard depths, and similar distance between dwelling units.
- iii. Façade. The number, size and location and design of windows, doors and solid elements, trim work, piers, pilasters, soffits, cornices, decks, porches and canopies, and the design of window and door details, including trim, muntins, mullion and sills, need not replicate but shall be compatible with the existing buildings within the district. Alterations necessary for handicap accessibility shall be compatible to the extent reasonably feasible.
- iv. Roof treatment. The shape, pitch, style, and type of surfacing of roof areas shall be compatible with those of buildings within the district. Including buildings in any Reviewable Project, buildings with flat or approximately flat roofs will not exceed 25% of the total number of buildings in the entire NCD.
- v. Streetscape, topography and landscape. Any proposed Reviewable Project (including demolition, removal, new construction or other alteration) shall maintain the spatial organization of the district and shall not have a significant negative impact on historic architectural or landscape elements, including structures, open spaces, green spaces, topography, walls and fences, circulation patterns including pedestrian circulation separated from vehicular traffic, viewsheds, park areas, play areas, courtyards and other landscaped areas previously accessible and usable in common, significant trees as defined in this by-law, and buffer areas. The existing spatial organization and land patterns of the landscape shall be preserved, including the curvilinear circulation patterns and views from roads, sidewalks, pathways and buildings. Significant negative impacts shall include, but not be limited to:
 - a. Removal or alteration of rock outcroppings greater than 200 square feet in contiguous area;
 - b. Alteration of existing grades by more than three feet in vertical height;

- c. Removal of existing pedestrian paths that separate pedestrians from vehicular traffic;
- d. Addition of new impervious surfaces within 100 feet of abutting properties, including the Hoar Sanctuary or single-family homes; and
- e. Loss of open space through building coverage exceeding 20% of the area of the district or through loss of the “greenbelt” now serving as a buffer to the abutting single-family detached homes.

Nothing in this Section 5.10.3.d.1 shall be construed as repealing or modifying any existing by-law or regulation of the Town, but it shall be in addition thereto. To the extent this Section 5.10.3.d.1 imposes greater restrictions upon a Reviewable Project than other by-laws, regulations or statutes, such greater restrictions shall prevail. The provisions of this Section 5.10.3.d.1 shall be deemed to be separable. If any of its provisions, subsections, sentences or clauses shall be held to be invalid or unconstitutional, the remainder shall continue to be in full force and effect.

PROPOSED HANCOCK VILLAGE NEIGHBORHOOD CONSERVATION DISTRICT



BOS LANGUAGE 11/1/11

To see if the town will amend the General By-Laws by adding in Part VIII Public Health and Safety a new Article 8.30 -- as follows:

By-Law

Article 8. -- Leaf Blowers

Section 8.---.1: STATEMENT OF PURPOSE

Reducing the use of gasoline and oil fuels and reducing carbon emissions into the environment are public purpose of the Town and the reduction of noise and emissions of particulate matter resulting from the use of leaf blowers are public purposes in protecting the health, welfare and environment of the Town. Therefore, this by-law shall limit and regulate the use of leaf blowers as defined and set forth herein.

Section 8.---.2: USE REGULATIONS

1. Leaf blower. Leaf blowers are defined as any portable gasoline powered machine used to blow leaves, dirt and other debris off lawns, sidewalks, driveways, and other horizontal surfaces.

2. Limitations on Use.

a. Leaf blowers shall not be operated except between March 15 and May 15 and between September 1 and December 15 in each year. The provisions of this subsection do not apply to the use of leaf blowers by the Town and its contractors. The provisions of this section also do not apply to non-residential property owners whose parcels contain at least five acres of land, and to commercially zoned properties greater than 1 contiguous acre in size and with extensive use by the public. The provisions of this subsection also shall not apply to the use of leaf blowers for performing emergency operations and clean-up associated with storms, hurricanes, and snowfall, for a 72 hour period following such an event. Property owners **or their designee** may also use leaf blowers, for a 1 hour period once a week, during the prohibited period, with permission of the Health Department, to address a public health issue, such as a rodent infestation.

3. Regulations.

The Commissioner of Public Works with the approval of the Board of Selectmen shall have the authority to promulgate regulations to implement the provisions of this Leaf Blower By-Law.

4. Enforcement and Penalties

a. This bylaw may be enforced in accordance with Articles 10.1, 10.2 and/or 10.3 of the General By-Laws by a police officer, the Building Commissioner or his/her designee, the Commissioner of Public Works or his/her designee and/or the Director of Public Health or his/her designee.

b. For the purposes of this section “person” shall be defined as any individual, company, occupant, real property owner, or agent in control of real property. Each violation shall be subject to fines according to the following schedule:

- (a) A warning or \$50.00 for the first offense;
- (b) \$100.00 for the second offense;
- (c) \$200.00 for the third offense;
- (d) \$200.00 for successive violations, plus
- (e) court costs for any enforcement action.

5. Effective Date.

The provisions of this Leaf Blower By-Law shall be effective in accordance with the provisions of G.L.c.40, s.32.

or act on anything relative thereto.

ADVISORY COMMITTEE'S VOTE UNDER ARTICLE 9

Whereas Town Meeting has been made aware of the aversion that some members of the public have to the noise generated by the operation of leaf blowers in their neighborhoods; and

Whereas Town Meeting has been made aware of their belief that leaf blowers should be operated only in a manner consistent with their original purpose; and

Whereas Town Meeting has been made aware of their objections to the operation of leaf blowers during summer and winter months; and

Whereas Town Meeting has also been made aware by other members of the public that leaf blowers are used year-round for other purposes and save time and increase productivity; and

Whereas Town Meeting believes that members of the community should be considerate of and sensitive to one another's concerns;



NOW, THEREFORE, BE IT RESOLVED THAT: Town Meeting urges, to the extent reasonably possible, that Town residents and their contractors, in maintaining private property, and Town employees and Town contractors, in maintaining Town property, avoid utilizing leaf blowers in the performance of such property maintenance during the periods each year from May 15 to September 15 and from December 15 to March 15.

Printed by: **Patty Parks**

Wednesday, October 26, 2011 4:31:47 PM

Title:

Page 1 of 5

From:  **Sean Cronin**
 "Gadsby, Sandy" <SGadsby@foleyhoag.com>
 Subject: Fwd: FW: Art. 13 revision
 To:  **Patty Parks**

Wed, Oct 26, 2011 4:28:41 PM



AG
LS

----- Original Message -----

Betsy and Nancy:

I gather that the two of you are involved in the matter of Article 13. I thought it might be helpful if I forwarded my exchanges with Stanley. He has finally accepted my ruling, although I do not think he has accepted my proposed solution. In any case, I will not allow the motion adopted by the BOS last night.

Always glad to discuss.

Regards, Sandy

PS to Nancy: Best if you use email or phone me at home. I often stop checking my messages at the office after mid-afternoon, and didn't get yours until this morning.

-----Original Message-----

From: Gadsby, Sandy
 Sent: Wednesday, October 26, 2011 1:42 PM
 To: 'Stanley Spiegel'
 Subject: RE: Art. 13 revision

Stanley:

I understand that Nancy's motion is a referral motion. It is also clear to me that the proposed motion broadens the scope of the subject matter of the article, albeit certainly not as dramatically as did the Pehlke proposal. I am sticking to my guns here. I reiterate my suggestion about referring the "subject matter" of the article, which essentially begs this particular issue. That would certainly leave it open to any referee (?) to consider that the article had to do with traffic problems at the Harvard/Green intersection and proceed accordingly. Of course, as you and I would surely agree, a referee can study anything it wishes, within or outside of the scope of Town Meeting's referral vote.

Regards, Sandy

-----Original Message-----

From: Stanley Spiegel [<mailto:sdspiegel@att.net>]
 Sent: Wednesday, October 26, 2011 11:54 AM
 To: Gadsby, Sandy
 Subject: RE: Art. 13 revision

Sandy, it IS essentially a referral motion already; how can referring the subject matter of a referral motion logically broaden the reach of the original? I've since checked; Pehlke's motion and Daly's motion are vastly different in scope. I wish we could have had this conversation before you announced your decision so broadly. In any case, you'd be making life easier for all concerned by reconsidering, and it seems to me that there's ample basis for so doing -- this is after all merely a resolution that the Transportation Board could ignore

in its entirety if it chooses to, and it's clear to everyone (or certainly should be) that if they decided to do a study, it will necessarily include studying the Green St. crosswalk in all its glory, so what's the big deal, especially since allowing Daly's amendment will save time and aggravation both prior to and at Town Meeting. I appeal to the Moderator's usual good judgment here.

Best, Stanley

--- On Wed, 10/26/11, Gadsby, Sandy <SGadsby@foleyhoag.com> wrote:

> From: Gadsby, Sandy <SGadsby@foleyhoag.com>

> Subject: RE: Art. 13 revision

> To: "Stanley Spiegel" <sdspiegel@att.net>

> Date: Wednesday, October 26, 2011, 10:59 AM

> Stanley:

>

> You are correct that Linda sought to expand the referral to address

> all of Coolidge Corner's many traffic issues.

> That said, I am not inclined to change my ruling, although I confess

> that I am slicing things pretty finely.

>

> How about the typical referral motion; i.e. "to refer the subject

> matter of article 13 to...."?

>

> Regards, Sandy

>

> -----Original Message-----

> From: Stanley Spiegel [<mailto:sdspiegel@att.net>]

>

> Sent: Wednesday, October 26, 2011 10:43 AM

> To: Gadsby, Sandy

> Subject: Re: Art. 13 revision

>

> Sandy,

>

> I'm at a disadvantage here because I don't have a copy of Linda

> Pehlke's proposed motion. My understanding is that she wished to

> extend the area of the study to include nearby intersections. Nancy

> Daly's amendment merely asks that the Green St. crosswalk, the focus

> of the article, be studied more completely -- something you (and I)

> agree would necessarily be a part of any reasonable walk signal

> investigation but a point which, for whatever reason, some Selectmen

> (and others) seem unable to grasp and hence want it to be explicitly

> rather than implicitly stated. I agree that Daly's amendment slightly

> broadens the reach of the article, but only slightly, in a way most

> thoughtful people would have assumed in any case, and considerably

> less so that my (perhaps incorrect) understanding of Pehlke's

> amendment. If I'm correct, it would seem that you could draw a

> logical and defensible distinction between the two proposed

> resolutions and allow one while denying the other. If you allow

> Nancy's amendment, I'm confident that the AC will concur and would

> thus be in agreement with the BOS in their recommendations to Town

> Meeting, which I believe would lead to a speedy, non-contentious Town

> Meeting vote on the article.
 > Especially since, as you say, "I realize that this is a very close
 > question and that reasonable people may differ on the scope issue."
 >
 > Best, Stanley
 >
 > --- On Wed, 10/26/11, Gadsby, Sandy <SGadsby@foleyhoag.com>
 > wrote:
 >
 > > From: Gadsby, Sandy <SGadsby@foleyhoag.com>
 > > Subject: Art. 13 revision
 > > To: "sdspiegel@att.net"
 > <sdspiegel@att.net>
 > > Cc: "Nancy Daly" <daly.nan@gmail.com>.
 > "Nancy Daly"
 > > <nancy_daly@town.brookline.ma.us>.
 > "Linda Pehlke" <lpehlke@aol.com>.
 >
 > > "'Sean Cronin'" <sean_cronin@town.brookline.ma.us>.
 >
 > > "mkleckner@brooklinema.gov"
 > <mkleckner@brooklinema.gov>
 > > Date: Wednesday, October 26, 2011, 10:02 AM
 > > Stanley:
 > >
 > > First and foremost, I don't know with what document
 > this motion is
 > > being compared with, but it is not the original
 > warrant article. It
 > > would be helpful to me if in the future you and others
 > submitting
 > > requests for a scope determination would show changes
 > in the original
 > > article rather than some interim version.
 > >
 > > On the merits of your request, I am ordinarily quite
 > flexible about
 > > amendments of resolutions of this nature since they do
 > not typically
 > > require substantive action on anyone's part.
 > However, in this case
 > > the article was very narrowly focused on a
 > pedestrian-activated
 > > crossing signal and I have serious reservations about
 > expanding the
 > > scope of a referral motion to cover any and all
 > possible solutions to
 > > the problem. I have already turned down one attempt
 > to do this, by
 > > Linda Pehlke, and am compelled to do the same in this
 > case, at least
 > > in part for the sake of consistency.

>>
>> I realize that this is a very close question and that
> reasonable
>> people may differ on the scope issue. As always, I
> would be glad to
>> discuss this with you, but I hold out no significant
> prospect that you
>> will change my mind. And I hasten to add that,
> whatever the terms of
>> the Town Meeting referral, I would expect the relevant
> boards and Town
>> officials to consider all possible solutions,
> including a
>> pedestrian-activated one. To do otherwise would
> probably be
>> unproductive, if not foolish.

>>
>> Regards, Sandy

>>
>> -----Original Message-----
>> From: Stanley Spiegel [mailto:sdspiegel@att.net]

>>
>> Sent: Wednesday, October 26, 2011 9:34 AM
>> To: Gadsby, Sandy
>> Subject: Art. 13 revision

>>
>> Sandy,

>>
>> Nancy Daly has proposed, and the BOS last night voted
> (5-0) for, a
>> amended version of the AC motion under Art. 13
> (attached, with the
>> added language in italics). I will propose that the
> AC concur,
>> provided that you OK the revised motion.

>>
>> Best,
>> Stanley

>>
>> United States Treasury Regulations require us to
> disclose the
>> following: Any tax advice included in this document
> and its
>> attachments was not intended or written to be used,
> and it cannot be
>> used, for the purpose of avoiding penalties under the
> Internal Revenue
>> Code.</p><p> This email message and any
> attachments are confidential
>> and may be privileged. If you are not the intended
> recipient, please
>> notify Foley Hoag LLP immediately -- by replying to

Printed by: Patty Parks

Wednesday, October 26, 2011 4:31:47 PM

Title:

Page 5 of 5

> this message or by
> > sending an email to postmaster@foleyhoag.com
> > -- and destroy all copies of this message and any
> attachments without
> > reading or disclosing their contents.
> > Thank you.</p>
> > <p>
> > For more information about Foley Hoag LLP, please
> visit us at
> > www.foleyhoag.com.</p>

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ADVISORY COMMITTEE'S VOTE UNDER ARTICLE 15

Resolution to Encourage Coordination of Use of Town Parks and Playgrounds by licensed Group Day and Care Centers and or Private Early Education Programs

Whereas the State Department of Early Education and Care has granted 11 Group Center licenses within ½ mile of Town Hall;

Whereas these centers have multiple groups of children with a collective population of approximately 450 children between the ages of 3 months and five years with required staff ratios for Toddlers at 2:9 and Preschool and Pre-kindergarten children at 1:10;

Whereas these centers are required by state law to provide one hour of physical activity each day, and many, not having their own outdoor play space, bring their children to nearby playgrounds;

Whereas the number of children in daycare centers in Brookline is growing;

Whereas the Town of Brookline's Parks offer attractive, well-equipped playgrounds;

Whereas the introduction of too many children at one time into a playground or on any play element threatens the safe and enjoyable use of the playgrounds; and

Whereas the Department of Public Health is currently coordinating use of playgrounds by day care centers to prevent overcrowding;

Therefore, be It hereby resolved that Town Meeting urges the Department of Health to continue coordination of use of playgrounds by day care centers. Further, Town Meeting urges the Brookline Parks and Recreation Commission to continue monitoring use of playgrounds by day care centers and to develop appropriate policies to address any systemic problems that are observed. Finally, Town Meeting urges continuing discussion regarding coordination of use of public playgrounds among all of the stakeholders including the Brookline Parks and Open Space Division, the Brookline Department of Public Health, the Brookline Recreation Department, operators of day care centers, family day care providers, and parents whose children use the playgrounds.

MEMORANDUM

TO: Brookline Board of Selectmen
Jennifer Dopazo Gilbert, Town Counsel

FROM: Jeff Roelofs

DATE: October 28, 2011

SUBJECT: Requested Waiver of 30-Day Wait Period for Recording of Two Activity and Use Limitations for 2-4 Brookline Place

I attach an October 25, 2011 letter constituting formal notice to the Town of two related Activity and Use Limitations ("AULs") to be recorded for 2-4 Brookline Place pursuant to the requirements of the Massachusetts Contingency Plan. The letter includes two waiver forms that the property owner has asked the Town to sign, which would allow the recording of these two AULs prior to the end of the 30-day wait period triggered by the notice letter.

I have reviewed the AULs, discussed them with the owner's counsel and consultants, and reviewed the relevant historical documents and land development/transfer agreements. As we previously discussed, I have no objection to the AULs and recommend that the Selectmen sign the two waiver forms. Note that we have already informed the owner that we have no objection to the AULs. The question presented here is whether to waive the 30-day wait period for recording.

Further background related to the two AULs is included in the attached letter. A summary follows:

The two AUL documents to which these waivers pertain are as follows:

1. **Substitute AUL (RTN 3-1188):** The "substitute" AUL will supersede the existing GZA AUL on the property, filed in 1997 and amended in 2002 on behalf of the Town. The substitute AUL pertains only to historical releases at 2-4 Brookline Place. It does not cover the contamination that is the target of Village Plaza/Children's response actions at the property. GZA's 1997/2002 AUL had also covered 1 and 5 Brookline Place, but was previously terminated as to those two properties. Recording this substitute AUL was intended in large part to simplify the process for recording the AUL Amendment described below.

2. **AUL Amendment (RTNs 3-1188 and 3-25017):** The AUL Amendment will be recorded immediately after recording of the above-described substitute AUL. The AUL Amendment addresses the additional fuel oil contamination affecting 2-4 Brookline Place from 10 Brookline Place (RTN 3-25017). The Amendment adds one restriction and one obligation – both triggered by any proposed construction of new occupied buildings and the need to address potential vapor migration issues.

These AULs are proposed by Village Plaza/Children's as part of their settlement with National Development, the owner of 10 Brookline Place. The contamination from 10 Brookline Place driving the need for these two AULs is expected to be completely excavated during Children's "Early Development Activities." As such, they are expected to be obsolete as a result of that work. Any AUL proposed in connection with the final cleanup – to be completed before the Town takes title – will be materially different than these AULs and, potentially, will not be required at all.

Note also that these waivers of the 30-day wait period are similar to the waiver that the Selectmen signed in July for the AUL now recorded for 10 Brookline Place.

Please let me know if you or the Selectmen have any comments or questions.

October 25, 2011

Certified Mail – Return Receipt Requested

Town of Brookline
c/o Jeffrey L. Roelofs
Law Offices of Jeffrey L. Roelofs, P.C.
30 Green Street
Newburyport, MA 01950

Re: Notice of AUL for RTN 3-1188
Notice of AUL Amendment for RTN 3-25017
2-4 Brookline Place, Brookline, Massachusetts

To: Jeffrey L. Roelofs

In accordance with 310 CMR 40.1074(1)(e) and 310 CMR 40.1081(4)(c) of the Massachusetts Contingency Plan (MCP), this letter is to notify you of the planned recording of an Activity and Use Limitation (AUL) for Release Tracking Number (RTN) 3-1188 and an AUL Amendment for RTN 3-25017 at the above-referenced property. The MCP requires that current holders of any record interest(s) in the area subject to the proposed AUL be notified of the existence and location of oil and/or hazardous materials within such area and the terms of such proposed AUL or Amendment prior to its recording and/or registration. Attached is a draft plan showing the approximate location that will be subject to the AUL and Amendment (the “Site”).

By way of background, in 1985 the presence of petroleum impacts were identified at the One, 2-4 and 5 Brookline Place properties and RTN 3-1188 was subsequently assigned by the Massachusetts Department of Environmental Protection. An AUL for RTN 3-1188 was recorded in 1997 and amended in 2002 (the “2002 Amended AUL”). The owners of the One and 5 Brookline Place properties subsequently filed separate AULs for their respective properties after the properties were divided (i.e. the 2002 Amended AUL no longer applies to One and 5 Brookline Place). This notice is being provided to inform you that the 2002 Amended AUL will similarly be replaced at 2-4 Brookline Place by a separate AUL to maintain a Condition of No Significant Risk at 2-4 Brookline Place with respect to RTN 3-1188 (the “2011 AUL”). The 2011 AUL for RTN 3-1188 will contain similar restrictions to the 2002 Amended AUL (e.g., restrictions on residential and agricultural uses and conditions associated with excavation). These restrictions and obligations are necessary to maintain a level of No Significant Risk with respect to RTN 3-1188 but will pertain only to the 2-4 Brookline Place property.

The 2011 AUL for 2-4 Brookline Place will then be amended to add a reference to RTN 3-25017, one additional restriction on use (listed as 2(iv) below) and one additional obligation (listed as 3(x) below)(the “2011 Amendment”). RTN 3-25017 was assigned as a result of a release of No. 2 fuel oil from an up-gradient UST at 10 Brookline Place and the 2011 Amendment is necessary to maintain a condition of No Significant Risk with respect to RTN 3-25017.

The 2011 AUL for RTN 3-1188 and the 2011 Amendment for RTN 3-25017 will include the following provisions:

1. Permitted Uses and Activities

This paragraph describes permitted uses and activities at the Site, including:

- (i) Manufacturing, industrial, commercial uses, including, without limitation, office, medical, research and development, hotel, restaurant and the maintenance thereof.
- (ii) Multi-family residential use, children's school, children's day care, playground or institutions subject to conditions and obligations listed below.
- (iii) Construction and excavation related to construction, including the demolition and/or reconstruction of site buildings and the repair or replacement of pavement, sidewalks, landscaping and/or other protective barrier, subject to conditions listed below.
- (iv) The installation or repair of underground utilities, subject to conditions listed below.
- (v) Landscaping and other property maintenance activities provided that such activities do not involve excavation at depths greater than six feet below ground surface and soils are either returned to the site or removed in accordance with pertinent regulations.
- (vi) Emergency underground utility repair at depths no greater than six feet below ground surface provided that excavated soils are either returned to the site or removed from the site in accordance with pertinent regulations.
- (vii) All other lawfully-permitted uses and activities not prohibited by the Notice of the Activity and Use Limitation.
- (viii) Such other activities or uses, which in the Opinion of an LSP, shall present no greater risk of harm to health, safety, welfare and the environment than the activities set forth in this paragraph.

2. Activities and Uses Inconsistent with the AUL Opinion

This paragraph describes activities and uses which are inconsistent with the objectives of the AUL and/or Amendment, and which, if implemented at the Site, may result in a risk of harm to health, safety, public welfare or the environment:

- (i) Single family residential use;
- (ii) Gardening or other agricultural uses which utilize on-site soils for the cultivation of edible plants; and

- (iii) If the property is being used for multi-family residential, children's school, children's day care, playground or institutional uses, the removal of any protective barrier, except as allowed by the conditions and obligations listed below.
- (iv) Construction and use of a new occupied building at the property, without prior evaluation of the potential for a complete vapor intrusion pathway as required by the conditions and obligations listed below.

3. Obligations and Conditions

This paragraph includes the following obligations and/or conditions to be undertaken and/or maintained at the Site:

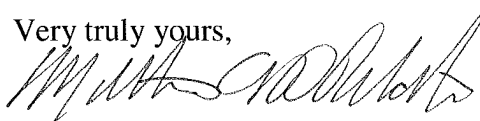
- (i) For multi-family residential use, children's school, children's day care, outdoor playground, and institutions, all soil subject to such uses shall be covered by a protective barrier, as allowed by a Licensed Site Professional (i.e., the protective barrier may be one or more of the following: building foundation, pavement (minimum 4-inch thickness), concrete (minimum 3-inch thickness), or landscaped area with a clean soil layer (minimum 12-inch thickness), with a marker layer separating clean soils of the landscaped area from the contaminated soils beneath the landscaping).
- (ii) For multi-family residential use, children's school, children's day care, outdoor playground(s) and institutions, all protective barriers installed over soils subject to such uses in the future per the preceding paragraph shall be depicted on a revised sketch plan following their construction. An LSP Opinion (confirming that such uses will not present a significant risk of harm to health, safety, public welfare or the environment) and the revised sketch plan shall be recorded in the Norfolk County Registry of Deeds.
- (iii) For multi-family residential use, children's school, children's day care, playground, and institutions, the protective barrier must be maintained. The protective barrier may be temporarily removed for a construction or utility project. Following completion of the construction or utility project, a protective barrier of similar protective value must be promptly reinstalled and maintained.
- (iv) During construction, following excavation of soils greater than 6 feet below ground surface, the soils must be returned to depths greater than six feet or transported off-site in accordance with pertinent regulations.
- (v) During construction or a utility project, following excavation of soils from 0 to 6 feet below ground surface, soils must be returned to the site or removed from the site in accordance with pertinent regulations.
- (vi) During excavation activities at depths greater than six feet, appropriate controls must be implemented to eliminate child exposure to soils and to limit adult exposure to the soils.

- (vii) During excavation activities at depths greater than six feet, controls must be implemented to limit worker exposure to naphthalene vapor and potential cyanide vapor.
- (viii) Construction and non-emergency utility projects must be conducted under a soil management plan approved by a Licensed Site Professional.
- (ix) Construction and non-emergency utility projects conducted at depths greater than six feet below ground surface must be conducted by workers trained in 40-hour HAZWOPER and under a Site-Specific Health and Safety Plan, in accordance with OSHA standards, approved by a Licensed Site Professional.
- (x) Specifications for future occupied buildings to be constructed in the AUL area must either (a) include design measures approved by an LSP to control potential vapor migration (which may include, without limitation, designs that include an open air ground level garage), or (b) be evaluated by an LSP who must render an Opinion which concludes that conditions, activities and/or uses associated with the future occupied building do not pose a significant risk of harm to human health without including the design measures to control potential vapor migration.

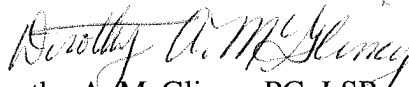
The AUL and Amendment will be recorded with the Norfolk County Registry of Deeds and filed with the Massachusetts Department of Environmental Protection in accordance with the requirements of the MCP.

If you have any questions with respect to RTN 3-1188 or the 2011 AUL, please feel free to contact Patricia Pinto, or the undersigned, at (978) 392-0900. If you have any questions with respect to RTN 3-25017 or the 2011 Amendment, please feel free to contact Dorothy McGlincy at (978) 877-0943. Thank you.

Very truly yours,

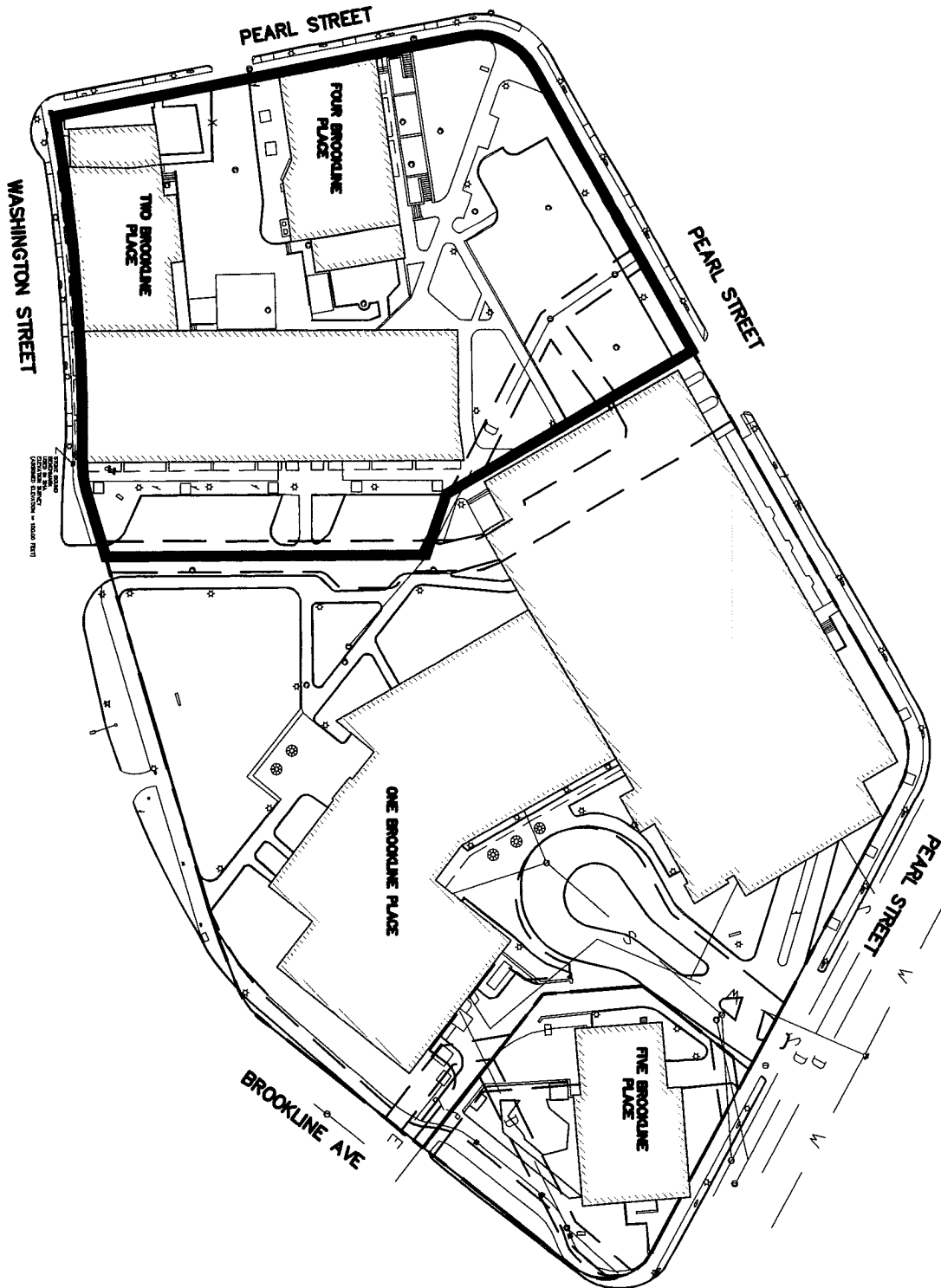


Mathew A. DiPilato, P.E., LSP
Sanborn Head & Associates, Inc.
1 Technology Park Drive
Westford, MA 01886



Dorothy A. McGlincy, PG, LSP
TRC Environmental Corporation
Wannalancit Mills
650 Suffolk Street
Lowell, Massachusetts 01854

Attachments: Figure



--- Approximate property boundary
 Boundary of property pertaining to Activity and Use Limitation and Disposal Site Boundary existing within limits of property

Drawn By: R. Hirtle
 Designed By: P. Pinto
 Reviewed By: M. Dipilato
 Project No: 2569.01
 Date: October 2011

GRAPHICAL SCALE
 0 80 160 320 FT

FIGURE 1

Sketch Plan

Activity and Use Limitation

SANBORN HEAD

2-4 Brookline Place, RTN 3-1188
 Brookline, Massachusetts

Waiver of 30-Day Waiting Period

Two-Four Brookline Place, Brookline

The Town of Brookline hereby waives their right to a 30-day waiting period for the submittal of an Activity and Use Limitation prepared by Sanborn Head and Associates. The purpose of the Activity and Use Limitation is to replace the existing Activity and Use Limitation for Release Tracking Number 3-1188 at the property identified as 2-4 Brookline Place in Brookline.

Town of Brookline

Date

Waiver of 45-Day Waiting Period

Two-Four Brookline Place, Brookline

The Town of Brookline hereby waives their right to a 45-day waiting period for the submittal of an Amendment to an Activity and Use Limitation prepared by TRC Environmental Corporation. The purpose of the amendment to the Activity and Use Limitation is to add an additional obligation and restriction in connection with Release Tracking Number 3-25017 at the property identified as 2-4 Brookline Place in Brookline.

Town of Brookline

Date

**BROOKLINE POLICE DEPARTMENT***Brookline, Massachusetts*

DANIEL C. O'LEARY
CHIEF OF POLICE

October 27, 2011

To: Mr. Melvin Kleckner, Town Administrator

From: Daniel C. O'Leary, Chief of Police

Subject: Patrol Officer Lateral Transfer Request

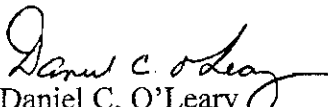
On January 17, 2011, The Police Department hired Derek Wennerstrand as a Patrol Officer. Prior to joining the Brookline Police Department, P.O. Wennerstrand worked for the Norwood MA Police Department for more than five years. P.O. Wennerstrand was hired by us through the normal Civil Service process and is currently on probationary officer status for our Department.

Several weeks ago, P.O. Wennerstrand met with me to request a lateral transfer in order to return to the Norwood Police Department. He informed me it was his desire to return to the Norwood Police Department in order to be closer to a parent who is experiencing medical problems and he is providing some of her care. He further expressed that he felt his career progress has been negatively impacted when he left Norwood because of his loss of seniority. I have spoken on several occasions with Norwood Chief of Police Bart King who has asked that we accommodate this request. The Chief indicated he will accept P.O. Wennerstrand back to the Norwood Police Department.

In 2007, our Department honored three requests for lateral transfers to the Boston Police Department. After that, I asked that the Board of Selectmen not honor any future requests until we were able to stabilize our ranks. However, after speaking with P.O. Wennerstrand, I feel it would be counter productive to deny this request. The cost associated with the hiring of P.O. Wennerstrand has been minimal as he was fully trained by Norwood Police Department and was a five year experienced officer. Furthermore, we are entering a hiring phase for our Department and feel we can absorb the loss of one officer. Therefore, I request that the Board of Selectmen approve this lateral transfer request.

Thank you.

DCO/kaf


Daniel C. O'Leary
Chief of Police



DANIEL C. O'LEARY
CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

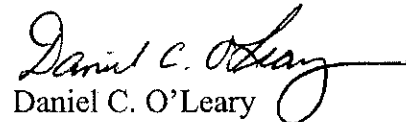
To: Melvin A. Kleckner, Town Administrator
From: Daniel C. O'Leary, Chief of Police
Date: October 18, 2011
Subject: 2011 JAG Grant Acceptance

I am pleased to announce that the Brookline Police Department has been awarded the 2011 Edward Byrne Memorial Justice Assistance Grant Program. The grant information is as follows:

The Brookline Police Department was awarded \$13,981.50 through the 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This grant is a regional award for the following jurisdictions within Norfolk County: Brookline, Quincy, Weymouth, Braintree, Stoughton and Randolph. The regional award totals \$79,116.

The Brookline Police Department will utilize the \$13,981.50 allocated for our community for technology improvements. The project period runs through 9/30/2014.

I respectfully request that the Board of Selectmen accept these grant funds. Thank you.


Daniel C. O'Leary
Chief of Police



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

September 2, 2011

Chief William Pace
Town of Randolph
41 South Main Street
Randolph, MA 02351-4839

Dear Chief Pace:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 11 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$79,116 for Town of Randolph.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Brenda M. Worthington, Program Manager at (202) 305-7844; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell

Denise O'Donnell
Director

Enclosures



BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

DANIEL C. O'LEARY
CHIEF OF POLICE

October 27, 2011

To: Mr. Melvin Kleckner, Town Administrator

From: Daniel C. O'Leary, Chief of Police

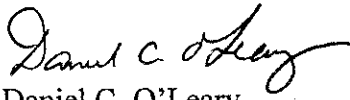
Subject: VAWA – STOP Recovery Act Grant Program

The Police Department has received a grant from the Violence Against Women (VAWA) STOP Recovery Act Grant Program. This grant will provide our Department with equipment worth \$2,500.00. This equipment will be provided to us through the State's Executive Office of Public Safety. The equipment will consist of a camera, CDs, CD burner and other related equipment. This will be used to document crime scenes, physical inquiries of a victim and any other items that may assist us in our investigations into Domestic Violence crimes.

I would ask that the Board of Selectmen consider accepting this grant for the Police Department.

Thank you.

DCO/kaf


Daniel C. O'Leary
Chief of Police



The Commonwealth of Massachusetts
Executive Office of Public Safety & Security

One Ashburton Place, Room 2133

Boston, Massachusetts 02108

Tel: (617) 727-7775

TTY Tel: (617) 727-6618

Fax: (617) 727-4764

www.mass.gov/eops

Deval L. Patrick
Governor

Mary Elizabeth Heffernan
Secretary

Timothy P. Murray
Lieutenant Governor

October 12, 2011

Daniel O'Leary, Chief
Brookline Police Department
350 Washington Street
Brookline, MA 02445

Dear Chief O'Leary:

A handwritten signature in dark ink, appearing to be "Dan", written over the name "Chief O'Leary" in the address block.

I am pleased to inform you that the Brookline Police Department has been awarded an equipment package from the VAWA STOP Recovery Act Grant Program, Investigative Equipment Grant. Please note that the funding comes from an award to the Commonwealth (2009-EF-S6-0052) from the U.S. Department of Justice (CFDA# 16.588). Please be advised that for the purposes of this grant you are considered a "sub-recipient."

Enclosed please find additional documentation pertinent to your award. Please pay particular attention to this documentation, as its correct and complete submittal is necessary in order to receive your award.

If you have any questions, please contact Daniel Cooper, Grants Management Specialist, at 617-727-3311 or at daniel.cooper@state.ma.us for further guidance.

Congratulations on your award. We look forward to working with you on this important public safety initiative.

Sincerely,

A large, stylized handwritten signature in dark ink, reading "Mary E. Heffernan", written over the word "Sincerely,".

Mary E. Heffernan
Secretary of Public Safety and Security

Enc. 3



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Andrew M. Pappastergion
Commissioner

October 27, 2011

Board of Selectmen
Town Hall
Brookline, MA 02445


RE: Contract No. PW/12-16 "Transportation Improvement Project Hammond Street at Fire Station #6"

Dear Board Members:

Attached are four (4) copies of Contract No. PW/12-16 "Transportation Improvement Project Hammond Street at Fire Station #6", which have been signed by the Contractor and prepared for your signatures.

This contract was awarded by the Board on October 4, 2011 to Republic Intelligent Transportation Services, Inc., of Billerica, MA, in the amount of \$94,100.00. Funding for this contract will be from account codes 4904K087 6T0030 and 4911K058 6H0026.

Respectfully,


Andrew M. Pappastergion
Commissioner of Public Works

PROPOSAL

For: **Contract No. PW/12-16 Transportation Improvement Project Hammond Street at Fire Station #6**

Town of Brookline, Brookline, Massachusetts.

Location

The work referred to herein is in the Town of Brookline, County of Norfolk, Commonwealth of Massachusetts, as described in the enclosed specifications and proposal forms on file in the Engineering Division Office and extends as follows:

To the Party of the First Part:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein:- that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the Notice to Contractors, the Instruction to Bidders and all attachments referred to therein, the proposed form of contract, the "STANDARD SPECIFICATIONS" and plans therein referred to and the Special Provisions and Additions hereto annexed; and he proposes and agrees, if this proposal is accepted, that he will contract with the Party of the First Part, in the form of the contract referred to herein and to be annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following unit prices, to wit:

Item No.	Quantity	Items with Unit Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	1	Transportation Improvement Project Hammond Street at Fire Station #6	94,100	00	94,100	00
		Per Lump Sum				
Ninety Four Thousand one hundred dollars					94,100	00
TOTAL BID Written in Words						

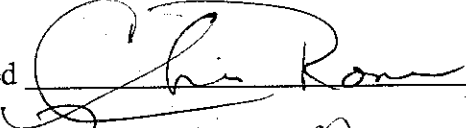
The above prices are to include and cover the furnishing of all materials (except as herein otherwise specified), the performing of all the labor requisite or proper, the providing of all necessary machinery, tools, apparatus and other means of construction; and the doing of all the above-mentioned work in the manner set forth, described and shown in the specifications and on the drawings for the work, and in the form of contract, and the completion thereof on or before **December 30, 2011.**

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give a bond in the sum to be determined as aforesaid with surety satisfactory to the Party of the First Part, within six (6) business days from the date of the mailing of a notice from the Party of the First Part to him, according to the address herewith given, that the contract is ready for signature, the Party of the First Part may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal, and the acceptance thereof shall be null and void, and the proposal guaranty submitted covering this proposal shall become the property of the Town of Brookline, otherwise the said proposal guaranty shall be returned to the undersigned.

The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the appendix EEO attached hereto, including compliance with the minority contractor compliance specified in Section V of said appendix. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the appendix EEO.

Full name and address of individual or concern submitting this bid:

Republic Intelligent Transportation Services, Inc.
8 Progress Road
Billerica, MA 01821

Signed  CHRISTOPHER J. ROMEO
 REGIONAL MANAGER
 REPUBLIC INTELLIGENT
 TRANSPORTATION SERVICES
 Title Regional Manager

NOTICE: Bid should be signed in ink by a person having proper legal authority, and the person's title should be given, such as "owner" in the case of an individual, "partner" in the case of a general partnership, "president", "treasurer", or other authorized officer in the case of a corporation.

AFFIDAVIT

State of Massachusetts) Date Sept. 22 20 11
 County of Middlesex) ss.:

The undersigned being duly sworn, deposes and says that (s)he is the

Regional Manager
 (sole owner, partner, president, treasurer, or other duly authorized official of a corporation)

of Republic ITS, for Contract
 (name of bidder as appearing in submitted proposal)

Number PW/12-16 for: "Transportation Improvement Project Hammond Street at Fire Station #6"

in the Town of Brookline on 9/22/2011. The undersigned certifies under
 (date bids were opened)

the penalties of perjury that this bid is in all respects, bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

CHRISTOPHER J. ROMEO
 REGIONAL MANAGER
 REPUBLIC INTELLIGENT
 TRANSPORTATION SERVICES

[Signature]
 Name of person signing bid

Republic Intelligent Transportation Services, Inc
 Name of Company

 Affix Corporate Seal

Sworn to before me this 22nd day of September 20 11

[Signature]
 Notary Public

My Commission expires Nov 28 2014

 Affix Notary Seal

If bidder is a corporation, give the State in which incorporated:

CALIFORNIA

If bid is submitted by joint venturers, this should be stated here:

_____ ; and if any of the
joint venturers is a corporation, an attested copy of the vote of the corporation authorizing the
joint venture should be attached hereto.

The proposed surety on the bond to be given is:

FEDERAL Insurance Company
Name

15 Mountain View Rd. WARE, NJ 07059
Home Office Address

Massachusetts Address (if different)

CERTIFICATE OF VOTE

I, Dirk Glaser, Clerk of
Republic Intelligent Transportation Services, Inc. hereby certify
 that, at a meeting of the Board of Directors of said Corporation duly held on
June 1, 2011, at which a quorum was present and voting
 throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That Christopher Romeo be and
 (Name of Officer authorized to sign for Corporation)
 he hereby is authorized, directed and empowered for, in the name and on behalf of this
 Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts,
 bonds and other obligations of this Corporation; the execution of any such contract, bond or
 obligation by such Regional Manager to be valid and binding
 (Name of Officer)
 upon this Corporation for all purposes, and that a certificate of the Clerk of This Corporation
 setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain
 in full force and effect unless and until the same has been altered, amended or revoked by a
 subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this
 Corporation is delivered to the Town of Brookline."

I further certify that Christopher Romeo
 (Name of Officer)
 is the duly elected Regional Manager of said Corporation.
 (Title)
 Signed [Signature]
 (Clerk - Secretary)
Dirk Glaser
 Asst. Secretary

371 Bel Marin Keys Blvd., #200
 Place of Business

Date of Contract

Affix Corporate Seal

* Countersignature (Name and Title)

* In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this certificate must be countersigned by another officer of the Corporation.



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Andrew M. Pappastergion
Commissioner

October 26, 2011

Board of Selectmen
Town Hall
Brookline, MA 02445

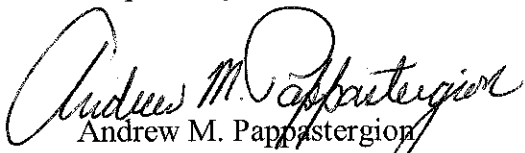
RE: Contract No. PW/12-19 "Rental Rates for Snow Plowing and Ice Control"

Dear Board Members:

Attached are four (4) copies of Contract No. PW/12-19 "Rental Rates for Snow Plowing and Ice Control", which have been signed by the Contractor and prepared for your signatures.

This contract was awarded by the Board on October 25, 2011 to D'Allessandro Corp., of Avon, MA, in the amount of \$65,928.00. Funding for this contract will be from account code 42004230 523070.

Respectfully,


Andrew M. Pappastergion
Commissioner of Public Works

PROPOSALFor: **Contract No. PW/12-19 "Rental Rates for Snow Plowing and Ice Control"**

Town of Brookline, Brookline, Massachusetts.

Location

The work referred to herein is in the Town of Brookline, County of Norfolk, Commonwealth of Massachusetts, as described in the enclosed specifications and proposal forms on file in the Engineering Division Office.

To the Party of the First Part:

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein:- that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the Notice to Contractors, the Instruction to Bidders and all attachments referred to therein, the proposed form of contract, the "**STANDARD SPECIFICATIONS**" and plans therein referred to and the Special Provisions and Additions hereto annexed; and he proposes and agrees, if this proposal is accepted, that he will contract with the Party of the First Part, in the form of the contract referred to herein and to be annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following unit prices, to wit:

Item No.	Quantity	Items with Unit Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	100 Hrs	Furnishing 1 to 6, 2 axle trucks with a minimum G.V.W. of 24,500 lbs. including chains, ballast and fully equipped with owner's plows attached mechanically suitable for SNOW PLOWING OPERATIONS, at <i>Ninety dollars</i>	\$ 90	00	\$ 9000	00
		PER HOUR PER TRUCK, FLAT RATE				
2	100 Hrs	Furnishing 1 to 6, 3 axle trucks with a minimum G.V.W. of 60,000 lbs including chains, ballast and fully equipped with owner's plows attached and mechanically suitable for SNOW PLOWING OPERATIONS, at <i>one hundred thirty dollars</i>	\$ 130	00	\$ 13000	00
		PER HOUR PER TRUCK, FLAT RATE				
CARRIED FORWARD					\$ 22,000	00

Item No.	Quantity	Items with Unit Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
BROUGHT FORWARD					22,600	00
3	35 Hrs	Furnishing 1 to 6, 2 axle trucks with a minimum G.V.W. of 24,500 lbs and equipped with at least a 5 C.Y. body for SNOW REMOVAL, at <i>Sixty five dollars</i> PER HOUR PER TRUCK, FLAT RATE	65	00	2275	00
4	35 Hrs	Furnishing 1 to 6, 3 axle trucks with a minimum G.V.W. of 60,000 lbs, and equipped with at least 10 - 12 C.Y. body for SNOW REMOVAL, at <i>one hundred ten dollars</i> PER HOUR PER TRUCK, FLAT RATE	#110	00	\$3850	00
5	35 Hrs	Furnishing 1 to 6, 4-5 axle semi-trailers with a minimum G.V.W. of 60,000 lbs and equipped with at least a 28 C.Y. body for SNOW REMOVAL, at <i>one hundred dollars</i> PER HOUR PER TRUCK, FLAT RATE	#100	00	\$3500	00
6	35 Hrs	Furnishing 1 FOUR WHEEL Drive Vehicle equipped with at least a 7 foot reversible plow, at <i>ninety dollars</i> PER HOUR, FLAT RATE	#90	00	\$3150	00
7	65 Hrs	Furnishing 1 to 2 Bulldozers (D-8) or equal <i>one hundred thirty dollars</i> PER HOUR BULLDOZER IN ACTUAL OPERATION, FLAT RATE	#130	00	\$8450	00
8	65 Hrs	Furnishing 1 to 3, Rubber Tired Front End Loaders with a minimum 3 C.Y. capacity bucket and equipped with snow plow when requested, at <i>one hundred eighty dollars</i> PER HOUR PER FRONT END LOADER IN ACTUAL OPERATION, FLAT RATE	#180	00	\$11,700	00
CARRIED FORWARD					54,925	00

Item No.	Quantity	Items with Unit Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
BROUGHT FORWARD					\$54925	00
9	50 Hrs	Furnishing 1 to 3, Rubber Tired Front End "Bob Cat" Loaders with a minimum 1 1/2 C.Y. capacity bucket, when requested, at	\$100	00	\$5000	00
		one hundred dollars PER HOUR PER FRONT END LOADER IN ACTUAL OPERATION, FLAT RATE				
10	3 Ea.	ALERT DUTY TIME for mounting plows and loading ballast when plowing is canceled.	\$1	00	\$3	00
		one dollar LUMP SUM EACH OCCASION				
11	50 Hrs	Furnishing 1 Rubber Tired Excavator with a minimum 1-1 1/2 C.Y. capacity bucket, minimum 3' wide, when requested, at	\$120	00	\$6000	00
		one hundred twenty dollars PER HOUR PER EXCAVATOR IN ACTUAL OPERATION, FLAT RATE				
sixty five thousand, nine hundred twenty eight dollars and zero cents					65928	00
TOTAL BID written in words						

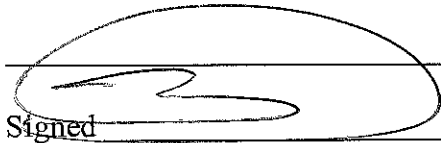
If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give a bond in the sum to be determined as aforesaid with surety satisfactory to the Party of the First Part, within six (6) business days from the date of the mailing of a notice from the Party of the First Part to him, according to the address herewith given, that the contract is ready for signature, the Party of the First Part may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal, and the acceptance thereof shall be null and void, and the proposal guaranty submitted covering this proposal shall become the property of the Town of Brookline, otherwise the said proposal guaranty shall be returned to the undersigned.

The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the appendix EEO attached hereto, including compliance with the minority contractor compliance specified in Section V of said appendix. The contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the appendix EEO.

Full name and address of individual or concern submitting this bid:

D'ALLESSANDRO CORP.
41 Ledin Dr. P.O. Box 245
Avon MA 02322-0245
508-559-6400 Fax 508-559-6432

Signed



Jon D'Allessandro
 President

Title

President

NOTICE: Bid should be signed in ink by a person having proper legal authority, and the person's title should be given, such as "owner" in the case of an individual, "partner" in the case of a general partnership, "president", "treasurer", or other authorized officer in the case of a corporation.

If bidder is a corporation, give the State in which incorporated:

MA.

If bid is submitted by joint venturers, this should be stated here:

_____; and if
any of the joint venturers is a corporation, an attested copy of the vote of the corporation
authorizing the joint venture should be attached hereto.

The proposed surety on the bond to be given is:

Hartford Accident and Indemnity Company

Name

**Lou Tonry
Albert J Tonry & Co. Inc.**

Home Office Address

**300 Congress St.
Quincy, MA 02169
P 617-773-9200 F 617-773-9920**

Massachusetts Address (if different)

Name, Address and Telephone Number of CONTRACTOR'S agent who is on 24 hour call

Name T.J. Shea

Address 41 Ledin Dr.

Avon, MA 02322

Telephone Number 617 4132908

AFFIDAVIT

State of MA)

Date 10.13 2011

County of Norfolk) ss.:

The undersigned being duly sworn, deposes and says that (s)he is the

President

(sole owner; partner; president, treasurer, or other duly authorized official of a corporation)

of D'Allessandro Corp, for Contract
(name of bidder as appearing in submitted proposal)

Number **PW/12-19** for: "**Rental Rates for Snow Plowing and Ice Control**"

in the Town of Brookline on 10.13.11. The undersigned certifies under
(date bids were opened)

the penalties of perjury that this bid is in all respects, bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.



Jon D'Allessandro
President

Name of person signing bid

D'ALLESSANDRO CORP.

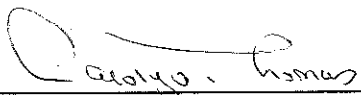
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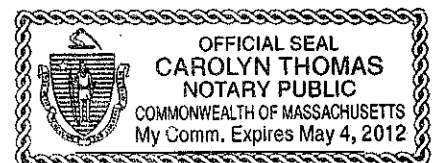
Affix Corporate Seal

Sworn to before me this 13 day of October 2011



Notary Public

My Commission expires 5.04.2012



Affix Notary Seal

CERTIFICATE OF VOTE

I, Jon D'Alessandro, Clerk of
D'Alessandro Corp., hereby certify
 that, at a meeting of the Board of Directors of said Corporation duly held on
10-12, 20 11, at which a quorum was present and voting
 throughout, the following vote was duly passed and is now in full force and effect:

"VOTED: That Jon D'Alessandro be and
 (Name of Officer authorized to sign for Corporation)
 he hereby is authorized, directed and empowered for, in the name and on behalf of this
 Corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver all contracts,
 bonds and other obligations of this Corporation; the execution of any such contract, bond or
 obligation by such Jon D'Alessandro to be valid and binding
 (Name of Officer)
 upon this Corporation for all purposes, and that a certificate of the Clerk of This Corporation
 setting forth this vote shall be delivered to the Town of Brookline; and that this vote shall remain
 in full force and effect unless and until the same has been altered, amended or revoked by a
 subsequent vote of such directors and a certificate of such later vote attested by the Clerk of this
 Corporation is delivered to the Town of Brookline."

I further certify that Jon D'Alessandro
 President (Name of Officer)
 is the duly elected _____ of said Corporation.
 (Title)
 Signed _____
 (Clerk - Secretary)

Avon MA
 Place of Business

 Date of Contract

Carol Thomas, Chief Financial Officer
 * Countersignature (Name and Title)

 Affix Corporate Seal

* In the event that the Clerk or Secretary is the same person as the Officer authorized to
 sign that contract or other instrument for the Corporation, this certificate must be countersigned
 by another officer of the Corporation.

STATEMENT OF BIDDER'S QUALIFICATIONS

All information requested below must be submitted. Answers must be clear and comprehensive. Questions should be answered on separate attached sheets. The bidder may submit any additional information he desires.

- 1.0 How many years have you been engaged in the contracting business under your present firm or trade name?

24 years

- 2.0 Contracts on hand: List each of them, showing the gross amount of each contract and the appropriate anticipated dates of completion. Give the name and address of the client and the name of the person supervising for the client.

see attached

- 3.0 List the Municipal, State and Private contracts you have been awarded in the past five years, stating the approximate cost for each, and the month and year completed. Give the name and address of the client and the name of the person supervising for the client. (Contractor must have five years experience in Municipal work of similar nature.)

See attached

- 4.0 List your major equipment that is available for this contract.

See attached

- 5.0 List subcontractor(s) you expect to use on this contract and the dollar value of work.

Unknown

- 6.0 Bonding capacity of your company.

\$110 million aggregate

20. - 10

BK

D'ALLESSANDRO CORP.

10/12/11

11:45

JOB BACKLOG

PAGE: 1

OB #	REFERENCE	C/T	STATUS	STATUS DATE	APPROVED AMOUNT	BILLED AMOUNT	REMAINING
A27-10-000	BWSC/E.BOSTON/SWR & DR IMPROV	C	Y	07/23/07	6,023,067.91	5,880,877.01	142,190.90
A28-01-000	BWSC/VARIOUS	C	A	01/01/08	4,534,721.38	4,504,692.78	30,028.60
28-06-000	TRITOWN/PFL/GUARDRAILS	C	A	04/01/08	67,250.00		67,250.00
A28-08-000	MA HWY/PFL/DIST 1/FENCE	C	A	07/02/08	223,043.07	175,161.90	47,881.17
A29-04-000	BWSC/WTR WRK IMPVTS/STATE ST	C	Y	03/01/09	667,603.00	642,417.64	25,185.36
29-07-000	DCR/PFL/STATEWIDE/GUARDRAIL	C	A	07/01/09	5,256,673.00	4,189,343.83	1,067,329.17
29-11-000	MATERIALS AND EQUIP RNTL	T	Y	09/16/09	390,026.00	266,399.26	123,626.74
A29-17-000	MA DOT/PREMIER/DISTRICT 2 UPGR	C	Y	11/23/09	399,885.50	365,999.05	33,886.45
A29410-000	PFL/TN OF NORTON-SERSG FENCE	T	Y	12/15/09	27,440.00	12,554.00	14,886.00
30-01-000	TN OF FRAM/CNTRL ST/SDBRY RVR	C	A	01/01/10	5,268,695.98	3,212,329.09	2,056,366.89
A30-02-000	BstnReconstruction/MuseumRd	C	A	02/01/10	1,908,016.31	1,806,535.98	101,480.33
A30-04-000	TAUNTON-PHASE VI SSES- S2009-1	C	A	06/01/10	3,238,984.71	2,322,643.15	916,341.56
30-05-000	BWSC/RELAY OF WTR/SWR/DRAINS	C	A	06/01/10	2,577,926.09	2,405,437.94	172,488.15
30-09-000	BWSC/OUTFALL RSTRN-RES CHANNL	C	A	07/26/10	4,050,565.24	2,143,810.54	1,906,754.70
A30-10-000	CITY OF CAMB-HARVARD SQ CONT 3	C	A	09/01/10	3,101,326.82	1,279,440.00	1,821,886.82
A31-01-000	CITY OF CAMB/SIDE WALK RECONST	C	A	01/01/11	1,911,628.41	625,585.70	1,286,042.71
31-02-000	BWSC-RES.CHANNEL-CONT.3B AREA	C	A	01/01/11	10,897,398.68	488,383.17	10,409,015.51
A31-04-000	BWSC/BACK BAY/CITY PROPER	C	A	01/01/11	3,338,286.30	730,800.47	2,607,485.83
A31-05-000	24 PINE ST NEWTON-SITE WORK	C	A	01/01/11	585,920.65	494,948.90	90,971.75
31-08-000	BWSC/SWR/DRAIN/E.BSTN/ROSLNDLE	C	Y	03/28/11	1,908,174.59		1,908,174.59
31-10-000	GALAXY/MBTA/SOUTHAMPTON ST.	T	A	05/01/11	183,884.00	156,584.50	27,299.50
A31-11-000	BWSC/NEWBURY STREET/BSTN	C	A	06/01/11	2,587,330.85		2,587,330.85
A31-12-000	TN OF HULL/PUMP STA	C	A	07/15/11	671,780.20		671,780.20
31-13-000	PFL/MBTA/SOUTHAMPTON ST	C	Y	08/01/11	70,000.00		70,000.00
A31-14-000	MA DOT/PFL/District 5	C	A	09/01/11	346,339.25		346,339.25
A31-16-000	ATLANTIC MGMNT/MEDFORD ST SMRV	C	Y	09/01/11	61,850.00		61,850.00
31-17-000	MA DOT/PFL/REPAIR-DISTRICT 2	C	Y	09/01/11	183,306.25		183,306.25
31-18-000	COASTAL-PROTECTOWIRE	C	Y	09/01/11	161,785.00		161,785.00
A31-19-000	DCR/PFL/INSTALLATN-ALL STATE	C	Y	09/01/11	2,356,224.40		2,356,224.40
A31827-000	PFL/DCR 29-07-ROX	T	A	05/19/11	24,896.00		24,896.00
A31849-000	AP SERVICES-EQUIPMENT MOVE	T	Y	09/01/11	425.00		425.00

31,320,509



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS
Engineering & Transportation Division

Andrew M. Pappastergion
Commissioner
Peter M. Ditto, PE
Director

October 31, 2011

Board of Selectmen
Town Hall
333 Washington Street
Brookline, Ma 02445

Re: I/I Local Financial Assistance Program Project No. WRA-P7-07-2-746

Dear Board Members:

Attached for your review and action is the MWRA I/I Local Financial Assistance Program for the Town of Brookline Project No. WRA-P7-2-746 which involves Infiltration/Inflow Investigation and Sewer System Rehabilitation Design for: 1) Sewer Subareas NI-7, NI-8 & NI-12 , 2) Eliot Street Area and, 3) Englewood & Kilsyth Road Area.

This program is for financial assistance in the amount of \$328,000.00 which is made up of a \$171,900 grant (45% of total award amount) and a \$210,000.00 loan (55% of total award amount payable in 5 years at 0% rate).

This letter is to request that the Board of Selectmen authorize the Town Administrator to execute the attached agreement with the MWRA.

Respectfully:

Peter M. Ditto
Director of Engineering/Transportation

Cc: Andrew Pappastergion, Commissioner of Public Works

FINANCIAL ASSISTANCE AGREEMENT

BY AND BETWEEN

THE AUTHORITY

AND

TOWN OF BROOKLINE, MASSACHUSETTS

This Financial Assistance Agreement is made by and between the Massachusetts Water Resources Authority, a body politic and corporate and public instrumentality, existing under Chapter 372 of the Acts of 1984, with its principal place of business at 100 First Avenue Charlestown, MA 02129, ("Authority" or "MWRA") and the Town of Brookline, MA, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business at Town Hall, 333 Washington Street, Brookline, MA 02445 ("Awardee") (collectively, "Parties");

WHEREAS, on August 19, 1992 the Authority Board of Directors voted to approve a program whereby the Authority was permitted to offer financial assistance to certain local communities committed to infiltration and inflow reduction or sewer system rehabilitation; and

WHEREAS, the Awardee intends to conduct, or is conducting, an infiltration/inflow ("I/I") reduction or sewer system rehabilitation project ("Project"); and

WHEREAS, the Awardee filed a Financial Assistance Application in which it furnished information about the Project to the Authority; and

WHEREAS, the MWRA will provide financial assistance to the Awardee for its Project under certain terms and conditions, hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and the promises contained herein, the Parties agree that the Authority will provide and the Awardee will accept financial assistance under the following terms and conditions:

I. SCOPE OF SERVICES.

The Awardee has entered into or will enter into, within ninety (90) days of the execution of this Agreement, a contract with a consultant or contractor for sewer rehabilitation and/or I/I reduction services, in accordance with the Awardee's competitive procurement practice, and the scope of such work is listed in Attachment A.

II. FINANCIAL ASSISTANCE.

A. The Authority shall provide financial assistance ("Award") to the Awardee in the form of both a grant and a loan. The total amount of the Award shall be \$382,000, of which \$171,900 shall be in the form of a grant ("Grant") and \$210,100 shall be in the form of an interest-free loan ("Loan").

B. The Loan shall be governed by the attached Loan Agreement, which is incorporated herein by reference as Attachment D.

C. Upon execution of the Loan Agreement, the Authority shall initiate an electronic transfer for the Total Award through the Automated Clearing House (ACH) having a pay date three business days after the execution date, including both the grant and the loan, to the following designated account of the Awardee:

MMDT Account No. 44222974

Federal Tax ID No. 04-600-1102

D. The Authority shall not be obligated to provide additional financial assistance above the Award amount regardless of additional Project costs which may be incurred by the Awardee.

E. In the event that the Project is not initiated as outlined in the Project Schedule, the Awardee shall return the entire Grant to the Authority within ninety (90) days.

III. EFFECTIVE DATE OF AGREEMENT.

This agreement will not become effective until the Loan Agreement is fully executed.

IV. TERM.

The term of this Agreement shall begin upon the date of execution of this Agreement, including the execution of the Loan Agreement, and shall be in effect until the Awardee fully repays the Loan to the Authority in accordance with the terms of the Loan Agreement. As evidence that the final payment has been made, the Authority will send a letter to the Awardee indicating that the Loan has been discharged.

V. PROJECT SCHEDULE.

Implementation of the Project must begin within ninety (90) calendar days of execution of the Agreement, including the Loan Agreement, or all grant funds must be returned to the Authority. The Project must comply with the Project Schedule listed in Attachment B.

It is the obligation of the Awardee to obtain all licenses, permits, easements or any other approvals necessary to begin and successfully complete the Project.

VI. EXPENDITURE VERIFICATION REQUIREMENTS.

A. Throughout the completion of the Project Scope of Services, the Awardee shall submit progress reports to the Authority, on forms provided by the Authority, which outline the overall progress of the Project, the progress of key Project tasks, and the total Project cost expended to date. The frequency and schedule for progress reporting is outlined within the I/I Local Financial Assistance Program Guidelines for Sewer Projects. Progress reports shall be submitted to:

Massachusetts Water Resources Authority
Charlestown Navy Yard
100 First Avenue
Boston, MA 02129
Attn: Community Support Program

B. The Awardee shall append to each progress report information which documents eligible Project costs, including, but not limited to, consultant and/or contractor invoices; awardee labor, equipment, materials and other costs; and ancillary expenses. Time sheets and work summaries documenting any requests for force account work reimbursement must also be provided.

C. The Awardee shall exercise its best efforts to accomplish the Project set forth in the Scope of Services within the Award Amount established. In the event that an increase or decrease in the total Project cost is anticipated, or in fact occurs, the Awardee shall immediately notify the Authority in writing, and shall submit a status report including reasons for changes in Project cost, work completed to date, total dollars expended to date, and an estimate of the cost required to complete the Project.

VII. PROJECT INSPECTION.

The Awardee shall make the Project site and all Project records available to the Authority staff for review during the course of the Project. Authority staff may periodically monitor the progress of work to insure that the Project is: (1) proceeding substantially as defined in the Scope of Services; (2) proceeding substantially within the Project Schedule; and (3) proceeding in a manner which will substantially produce the quantitative I/I reduction result which the Awardee estimated would be achieved in the Financial Assistance Application.

VIII. PROJECT CLOSEOUT PROVISIONS.

A. Upon completion of the Project, the Awardee shall notify the Authority that the Project is complete and shall certify, on a form provided by the Authority, that all work included in the Scope of Services has been completed and performed in accordance with this Agreement. The Awardee shall submit to the Authority a Project closeout package which shall include a summary of all Project expenditures and the final Project cost.

B. If the final Project cost meets or exceeds the Award, no revision to the Grant shall be made during Project closeout.

C. If the final Project cost is less than the Award, a revision to the Grant shall be made during Project closeout. The difference between the Award and the final Project closeout cost will be calculated and defined as the Project "Shortage Amount". The existence of a Project Shortage Amount will not affect the Loan repayment amount or schedule.

D. In the event that a Project Shortage Amount exists, the Awardee agrees to repay forty-five percent (45%) of such Project Shortage Amount to the Authority. The Authority will send the Awardee a separate invoice for payment of the Project Shortage Amount forty-five (45) days prior to the next loan repayment date.

IX. PROJECT AUDIT PROVISIONS.

A. The Awardee, its engineers, and its contractors shall maintain books, records, and other documents that pertain to and involve transactions related to this Agreement in accordance with generally accepted accounting principals. The Awardee, its engineers, and its contractors shall also maintain the financial information and data used by the engineers and contractors in the preparation or support of all invoices and progress reports. The Authority and any other duly authorized person, shall have access to such books, records, documents, and other evidence for inspection, audit, and copying during normal business hours, upon ten (10) days notice and at the Authority's expense. The Awardee, its engineers, and its contractors shall provide proper facilities for such access and inspection. All documents shall be kept for at least seven (7) years after either the final payment to the engineer or contractor or after the closeout of the Project, whichever is later.

B. The Awardee agrees to include the wording of Section IX A, above, in all contracts and subcontracts hereafter awarded to third party contractors, vendors and service providers related to this Agreement.

C. Audits conducted by the Authority, or its duly authorized representatives, shall be in accordance with generally accepted government auditing standards and established procedures and guidelines of the Authority. Such audits shall be conducted at the expense of the Authority upon ten (10) days notice to the Awardee.

D. The Awardee agrees to provide the Authority with a copy of the Awardee's annual audited financial statements within a reasonable time after the issuance thereof, together with a certificate of the Awardee stating that the Awardee is in compliance with its obligations under this agreement.

X. INTERACTION WITH OTHER PROGRAMS OF ASSISTANCE.

The Awardee certifies that it has not and will not receive financial assistance under the State Revolving Fund (SRF) or any other state, federal, or other program of funding assistance for any Project costs for which financial assistance has been provided by the MWRA I/I Local Financial Assistance Program.

XI. AUTHORITY TO EXECUTE AGREEMENT.

Prior to the execution of this Agreement, the Awardee shall take all steps necessary to authorize it to properly execute this Agreement and such authorization shall be documented by Awardee's execution of Attachment C, Authority to Execute Agreement.

XII. GOVERNING LAW.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

XIII. COMPLIANCE WITH LOCAL LAWS.

The Awardee shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

XIV. INVALIDITY OF PARTICULAR PROVISIONS.

If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby.

XV. CONTRACTING/SUBCONTRACTING.

The Awardee shall have no capacity to involve the Authority in any contract nor to incur any liability on the part of the Authority.

XVI. CHANGES TO SCOPE OF SERVICES.

The Authority and the Awardee may, during the course of the project, mutually agree to revisions in the Scope of Services or Project Schedule. Such changes shall be incorporated into this Agreement by written amendment.

XVII. PROVISION OF CONTRACTS.

The Awardee agrees to submit to the Authority an executed copy of each contract for engineering services or construction relevant to the Scope of Services.

XVIII. EQUAL EMPLOYMENT OPPORTUNITY.

The Awardee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap status or national origin. The Awardee, its engineer(s), and its contractor(s) shall comply with all applicable laws and regulations pertaining to

nondiscrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction. The Awardee shall make positive efforts to achieve a goal of 7.18 percent participation of Minority-owned Business Enterprise(s) and 5.77 percent participation of Woman-owned Business Enterprise(s) within Professional Services contracts which are funded through financial assistance under this Agreement. For Non-Professional Services category work, the Awardee should make positive efforts to achieve a goal of 5.61 percent participation of Minority-owned Business Enterprise(s) and a goal of 4.88 percent participation of Woman-owned Business Enterprise(s) within project contracts.

For Construction, the Awardee shall require all construction contractors and subcontractors to make positive efforts to achieve: (1) a minority employee work force hour goal of 10.00 percent, (2) a woman employee work force hour goal of 6.90 percent, (3) a goal of 7.24 percent participation of Minority-owned Business Enterprise(s), and (4) a goal of 3.60 percent participation of Woman-owned Business Enterprise(s) within the project contracts.

XIX. INDEMNIFICATION.

The Awardee, at its expense, shall defend and shall indemnify and hold harmless the Authority, its members, officers and employees, from and against any and all claims, causes of action, suits, losses, damages and expenses, including attorneys' fees, arising out of or resulting from any acts, errors or omissions or breach of contractual duties by the Awardee and anyone employed by it (including Contractors, Subcontractors and/or Consultants and their employees) in performance of this Agreement. Such obligation shall not be construed to negate or abridge any other obligation of indemnification running to the Authority which would otherwise exist.

XX. MEMBERS, EMPLOYEES NOT LIABLE.

No member or employee of the Authority shall be charged personally or held contractually liable by or to the Awardee under any term or provision of this Agreement or because of any breach thereof or because of its execution or attempted execution.

XXI. INTEREST OF AWARDEE.

The Awardee covenants that its Contractors, Subcontractors and/or Consultants presently have no interest and shall not acquire any interest, direct or indirect, in the property to which this Agreement pertains or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Awardee further covenants that no person having any such interest shall be employed in the performance of this Agreement.

XXII. INTEREST OF EMPLOYEES; M.G.L.C. 268A.

Neither Awardee, nor its Contractors, Subcontractors and/or Consultants shall, during the term of this Agreement, hire or employ on either a full-time or part-time basis any person or persons so long as such person shall be employed by the Authority.

The Awardee acknowledges that the Authority is a state agency for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts Conflict of Interest statute). The Awardee agrees to take actions and to forbear from taking actions, as circumstances require, so as to be in compliance at all times with said statute.

XXIII. ASSIGNABILITY.

The Awardee shall not assign any interest, in whole or in part, in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the Authority.

XXIV. PAYMENT NOT A WAIVER.

The Authority's payment to Awardee under this Agreement or its review, approval or acceptance of any actions by Awardee under this Agreement shall not operate as a waiver of any rights under this Agreement and the Awardee shall remain liable to the Authority for all damages incurred by the Awardee's failure to perform in accordance with the terms and conditions of this Agreement.

The rights and remedies of the Authority provided for under this Agreement are in addition to any other rights or remedies provided by law. The Authority may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.

XXV. TERMINATION OF THE AGREEMENT FOR CAUSE.

If, through any cause, the Awardee shall fail to fulfill in a timely and proper manner its obligations under this Agreement (including performance of the Scope of Services and maintenance of the Project Schedule); or if it is determined that there is probable cause to believe that the Award was obtained on the basis of fraud, deceit, or illegality; or if the Awardee has failed to comply with the terms and conditions of this Agreement; the Authority shall hereupon have the right to terminate this Agreement by giving written notice to the Awardee of such termination and specifying the effective date thereof.

The Awardee agrees that if this Agreement is terminated by the Authority, the Awardee shall immediately repay to the Authority the full Grant which is identified in Section II, above. The Awardee also agrees that the Loan shall not be affected by such termination and that the separate Loan Agreement shall remain in full effect.

XXVI. ATTACHMENTS.

Attachments to this Agreement are incorporated herein and are as follows:

- Attachment A Scope of Services
- Attachment B Project Schedule
- Attachment C Authority to Execute Agreement
- Attachment D Loan Agreement

XXVII. PROJECT SPECIFIC ADDITIONAL TERMS AND CONDITIONS.

1. A copy of the executed Agreement and Amendment(s) between BETA Group, Inc. and the Town for the Infiltration/Inflow (I/I) Investigations and evaluations in Sewer Subareas NI-7, NI-8 & NI-12, Eliot Street Area and the Englewood Avenue & Kilsyth Road Area and the design of the recommended sewer rehabilitations shall be submitted to MWRA.
2. The Town must submit to MWRA for review and comment, a copy of the Draft Technical Memoranda on the I/I investigations performed in Sewer Subareas NI-7, NI-8, NI-12 & Eliot Street Area which will present the results of the investigations, problems identified and present recommendations for sewer rehabilitations including estimated costs.
3. The Town must submit to MWRA for review and comment, a copy of the Draft Technical Memorandum on the evaluation of sewer surcharging in the Englewood Avenue & Kilsyth Road Area which will present the results of the field investigations and capacity analysis during wet weather and evaluate alternatives to prevent or minimize the surcharging of sewers in this area during wet weather periods.
4. A copy of the Draft Contract Documents for the recommended sewer rehabilitations and/or improvements must be submitted to MWRA for review and comment prior to bidding.
5. Two (2) copies of all Final Technical Memoranda and Contract Documents for this funding distribution must be submitted to MWRA.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2011.

MASSACHUSETTS WATER RESOURCES AUTHORITY

BY: _____
Thomas J. Durkin, Treasurer

AWARDEE: Town of Brookline, Massachusetts

BY: _____

Print Name: Melvin A. Kleckner

Print Title: Town Administrator

**MWRA I/I LOCAL FINANCIAL ASSISTANCE PROGRAM - PHASE 7
ATTACHMENT A
FINANCIAL ASSISTANCE AGREEMENT**

PROJECT NO. WRA-P7-07-2-746

TOWN OF BROOKLINE

**INFILTRATION/INFLOW INVESTIGATION AND SEWER SYSTEM REHABILITATION
DESIGN FOR: 1.) SEWER SUBAREAS NI-7, NI-8 & NI-12; 2.) ELIOT ST AREA;
3.) ENGLEWOOD & KILSYTH ROAD AREA**

SCOPE OF SERVICES

Sewer Areas NI-7, NI-8 & NI-12 The work in these sewer areas will involve review of existing sewer records and drawings, conducting flow observation and Closed-Circuit TV inspection of the sewers in the subject areas to identify sources of Infiltration. Excessive I/I rates were identified in the Town's Wastewater Master Plan. Based on the results of the proposed investigation, a sewer system rehabilitation design will be completed. A Technical Memorandum will be prepared which will present the results of the investigations, problems identified and present recommendations for sewer rehabilitations including estimated costs.

Eliot Street Area The work for this area will involve review of existing sewer records and drawings, performing Closed-Circuit TV inspection of sewers and other various field inspection techniques to identify the cause of chronic sewer surcharging in the area during various sized storm events. In depth field observations will be performed to identify sewer segments which exhibit large amounts of clear flow. A Technical Memorandum will be prepared which will present the results of the investigations, problems identified and present recommendations for sewer rehabilitations including estimated costs.

Englewood & Kilsyth Area The work for this area will involve the review of existing reports and records review, review of existing flowmeter data and various field investigations associated with wet weather surcharging of the sanitary sewer in the area. A capacity analysis of the sewers in the area will also be performed. Various alternatives for minimizing the surcharging will be developed and evaluated. A Technical Memorandum will be prepared which will present the results of field investigations and capacity analysis during wet weather and evaluate alternatives to prevent or minimize sewer surcharging of sewers in this area during wet weather periods. A design will be completed for the selected alternative(s).

PROJECT COST SUMMARY

<u>Description of Task</u>	<u>Estimated Cost</u>
Infiltration/Inflow Investigations	
Project Administration & Management	\$ 16,008
Data Collection & Review	\$ 8,440
Sewer Areas NI-7, NI-8 & NI-12	\$ 86,721
Eliot Street Area	\$ 18,782
Englewood & Kilsyth Area	\$ 29,217
 Design of Sewer Rehabilitations based on results of Investigations	 \$ 222,832
 TOTAL ESTIMATED PROJECT COST	 \$ <u>382,000</u>

**MWRA I/I LOCAL FINANCIAL ASSISTANCE PROGRAM - PHASE 7
ATTACHMENT B
FINANCIAL ASSISTANCE AGREEMENT**

PROJECT NO. WRA-P7-07-2-746

TOWN OF BROOKLINE

**INFILTRATION/INFLOW INVESTIGATION AND SEWER SYSTEM REHABILITATION
DESIGN FOR: 1.) SEWER SUBAREAS NI-7, NI-8 & NI-12; 2.) ELIOT ST AREA;
3.) ENGLEWOOD & KILSYTH ROAD AREA**

PROJECT SCHEDULE

<u>General Description of Work Performed</u>	<u>Start Date</u>	<u>Completion Date</u>
Sewer Subareas NI-7, NI-8 & NI-12		
Review of existing data (TV tapes)	October 2011	October 2011
Flow Observation/Investigation	October 2011	December 2011
TV Inspection	December 2011	January 2012
Technical Memorandum Preparation	February 2012	March 2012
Sewer Rehabilitation Design	March 2012	June 2012
Eliot St Area		
Flow Observation/ Surcharge Investigation	October 2011	November 2011
TV Inspection	November 2011	December 2011
Technical Memorandum Preparation	December 2011	January 2012
Sewer Rehabilitation Design	January 2012	March 2012
Englewood & Kilsyth Area		
Investigations & Alternatives Evaluation	October 2011	November 2011
Design of Recommended Alternative	November 2011	June 2011

**I/I LOCAL FINANCIAL ASSISTANCE PROGRAM - PHASE 7
ATTACHMENT C
FINANCIAL ASSISTANCE AGREEMENT**

**PROJECT NO.: WRA-P7-07-2-746
TOWN OF BROOKLINE
AUTHORITY TO EXECUTE AGREEMENT**

I hereby certify that the (name of governing body) _____ of the (City, Town, or Commission) _____ (hereinafter referred to as the "Awardee"), at a meeting noticed and conducted in accordance with all applicable legal requirements, duly voted, at a meeting of the governing body held on the _____ day of _____, 2011 and duly recorded in my office, to authorize (title official) _____ to act on behalf of the Awardee, as its agent, in executing agreements and performing any or all other actions necessary to secure for the Awardee financial assistance in the form of grants and interest-free loans for the planning, design, or construction of infiltration/inflow reduction and/or sewer system rehabilitation projects as may be made available to the Awardee from the Massachusetts Water Resources Authority.

I hereby certify that (name of official) _____ is the present incumbent of the position referenced above, and do hereby certify:

1. that said meeting noted above was duly convened and held in all respects in accordance with law and to the extent required by law, due and proper notice of such meeting was given; and a legal quorum was present throughout the meeting, and a legally-sufficient number of members of the governing body voted in the proper manner and for the adoption of said authorization; that all other requirements and proceedings under the law incident to the proper adoption or passage of said authorization, including publication, if required, have been duly fulfilled, carried out, and otherwise observed; and that I am authorized to execute this certificate:

2. that if an impression of a seal has been affixed below, it constitutes the official seal of the Awardee and this certification is hereby executed under such official seal; but if no seal has been affixed, the Applicant does not have an official seal:

IN WITNESS WHEREOF, this _____ day of _____, 2011.

(Signature of Officer)

(Print Name of Officer)

(Print Title)

**MWRA I/I LOCAL FINANCIAL ASSISTANCE PROGRAM - PHASE 7
ATTACHMENT D
FINANCIAL ASSISTANCE AGREEMENT
PROJECT NO. WRA-P7-07-2-746**

TOWN OF BROOKLINE

**INFILTRATION/INFLOW INVESTIGATION AND SEWER SYSTEM REHABILITATION
DESIGN FOR: 1.) SEWER SUBAREAS NI-7, NI-8 & NI-12; 2.) ELIOT ST AREA;
3.) ENGLEWOOD & KILSYTH ROAD AREA**

LOAN AGREEMENT

22. - 1
TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON-SALES)

Date October 13, 2011

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Client Appreciation Reception
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held by the Larz Anderson Auto Museum
(Name of Person or Organization)

15 Newton Street, Brookline MA 02445
(Address of Person or Organization)

On the 3rd day of November, 2011

Between the hours of 5:00 PM—10:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Michael Iandoli Title: President Address: 41 Phillips St. Boston

Name: John Carberry Title: Treasurer Address: 531 South St. Needham

Name: John Darack Title: Clerk Address: 96 Lakeshore Dr. Wayland

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

3 cases each wine and beer and 2 litres each other liquor

2) What is the maximum number of people to attend? 75

3) What is the age group of people to attend? 40

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided by Root Catered Events (857) 829-1588

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

<u>Karen Hasenfus</u>	<u>58 Chester Avenue</u>	<u>Dedham MA</u>	<u>09/29/1954</u>
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547

Email Address: khasenfus@larzanderson.org

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.



Signature

Name Printed

Title (if on the behalf of an Organization)

Address

Telephone number(s)

Email address(es)



22. - 4

CERTIFICATE OF LIABILITY INSURANCE

PNB

R022

DATE (MM/DD/YYYY)
10-12-2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EASTERN INSURANCE GROUP LLC/PHS 087059 P: (866) 467-8730 F: (800) 308-5459 301 WOODS PARK DRIVE CLINTON NY 13323	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (800) 308-5459 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE NAIC #
INSURED EUGENE DE COSTA D/B/A ROOT CATERED EVENTS 58 INTERVALE RD DEDHAM MA 02026	INSURER A: Hartford Fire Ins Co INSURER B: Twin City Fire Ins Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> General Liab	X		08 SBM UK6539	01/13/2011	01/13/2012	PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations. Event Location: Laz Anderson Museum, 51 Newton Street, Brookline, MA 02445. Town of Brookline is an Additional Insured. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions. Event: Posternak. November 3, 2011. 70 guests.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF BROOKLINE
 333 WASHINGTON ST
 BROOKLINE, MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tar Taylor



**Town of Brookline
Massachusetts
Brookline Police Department**

DANIEL C. O'LEARY
CHIEF OF POLICE

Liquor Licensing / Inspections
Lieutenant June Murphy
(617) 730-2659

To: Town Administrator Melvin Kleckner

Case: Museum of Transportation, 15 Newton Street

Re: All Kinds of Alcoholic Beverage One-Day License,
Thursday, November 3, 2011

Date: October 20, 2011

Sir,

The Museum of Transportation, through Events Manager Karen Hasenfus, and the contracted catering service, Root Catered Events, 58 Intervale Road, Dedham, MA 02026, #857-829-1588, has applied for an All Kinds of Alcoholic Beverage One-Day Liquor License that will be associated with a Client Appreciation Reception to be held at the Auto Museum on Thursday, November 3, 2011 between the hours of 5:00pm – 10:00pm.

This event is not open to the public and there will be no charge for alcohol. Organizers anticipate approximately seventy five (75) guests to attend this Reception. Approximately three (3) cases of wine, three (3) cases of beer and two (2) litres of each other liquor will be dispensed. Root Catered Events employs certified bartenders who will be on hand to dispense all alcoholic beverages and check identifications. A copy of their Certificate of Liability specifically listing the Larz Anderson Auto Museum and the Town of Brookline own of Brookline as an insured party for that date, November 3, 2011, has been submitted.

There is sufficient parking available along the access road abutting the Museum of Transportation, as well as the upper parking area near the skating pavilion. A uniformed police detail officer will be assigned to provide security and to manage traffic issues as they arise.

- ❑ All outside events issued a temporary liquor license will require a police detail.
- ❑ No alcoholic beverages of any kind will be allowed beyond the designated lawn area, to prevent alcoholic beverages being possessed inside Larz Anderson Park. Signs indicating such will be posted in the lawn area and at the front entrance/exit to the auto museum. Auto museum staff will be responsible for placing these signs prior to the start of each outdoor event, which is assigned a temporary liquor license.
- ❑ Bar closing time shall be no later than 11:00pm, with no alcohol on tables or in possession of patrons after 11:30pm.
- ❑ Amplified music (live band, disc jockey, karaoke, etc...) shall terminate at 11:00pm.
- ❑ Non-amplified music may play until 11:30pm. No entertainment whatsoever after 11:30pm.
- ❑ No motor vehicle will be allowed to remain on Larz Anderson Park property after the event terminates. Vehicles that remain on Larz Anderson Park property will be subjected to parking ticket violation, and towed.
- ❑ All event guests shall leave Larz Anderson Park property by midnight. Clean-up staff may remain on the premises a bit longer as required.
- ❑ The Auto Museum staff shall be responsible for fully advising those in control of distributing alcohol at events hosted at their site about the above-noted requirements.

Additional requirements that the Auto Museum compiled and agreed to on August 17, 2011 to ensure that there is no service of alcohol prior to the start time stated on their one-day liquor licenses and to prevent guests from parking their vehicles in restricted areas:

- ❑ All contracts that the Auto Museum enters into with a catering or bartending service will include a clause that specifically states that no alcohol shall be served prior to the start time listed on the one-day liquor license for that event.
- ❑ The Auto Museum, when requesting a start time for events where alcohol will be served will add in an additional one half hour prior to that start time. This will prevent any discrepancies of time between individual clocks, watches, etc. and will also alleviate any pressure that the employees of the catering or bartending service may feel on serving a guest at the start of an event. This will increase the Auto Museum's cost when any event is scheduled for four (4) hours since the minimum number of hours for detail pay changes to six (6) hours once the four (4) hour limit has been exceeded. The Auto Museum is willing to take on this cost to prevent any future problems.
- ❑ The Auto Museum will have a staff member stationed at the bar prior to the start of each event where alcohol is served. This staff person will tell the bartender when the bar can be opened and will make every attempt to use a reliable mechanism to ensure they have the correct time.
- ❑ The Auto Museum will also have a staff member monitor the driveway area at the beginning of each event to ensure that all required signs are posted and that guests

do not park in restricted areas. If they observe a guest park in a restricted area they will attempt to instruct the guest to move to a proper parking area or bring the matter to the attention of the assigned detail officer. This will also ensure that guests are not inconvenienced after an event has started.

The Auto Museum staff, prior to the issuance of a temporary liquor license, must adhere all of these requirements. There doesn't appear to be a reason to oppose the application for this All Kinds of Alcoholic Beverages Liquor License at this time, so long as all rules and regulations that pertain to the responsible service of alcohol are observed.

Respectfully submitted,

Lieutenant June Murphy

22. - 8
TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON-SALES)

Date October 18, 2011

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

National Society of Colonial Dames Reception
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held by the Larz Anderson Auto Museum
(Name of Person or Organization)

15 Newton Street, Brookline MA 02445
(Address of Person or Organization)

On the 14th day of November, 2011

Between the hours of 5:00 PM—9:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Michael Iandoli Title: President Address: 41 Phillips St. Boston

Name: John Carberry Title: Treasurer Address: 531 South St. Needham

Name: John Darack Title: Clerk Address: 96 Lakeshore Dr. Wayland

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?
1 cases each wine and beer and 1 litres each other liquor

2) What is the maximum number of people to attend? 60

3) What is the age group of people to attend? 65

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided by Simply Serving Bartending (781) 769-1900

9) State whether of not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

<u>Karen Hasenfus</u>	<u>58 Chester Avenue</u>	<u>Dedham MA</u>	<u>09/29/1954</u>
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547

Email Address: khasenfus@larzanderson.org

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol0trelated incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.



Signature

Name Printed

Title (if on the behalf of an Organization)

Address

Telephone number(s)

Email address(es)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Estabrook & Chamberlain Ins P. O. Box 277 Bridgewater, MA 02324-9986 Charlie Rourke, CIC		508-697-6963 FAX-697-5809	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURED Simply Serving II Ann Marie McCann dba 9 Second Street Norwood, MA 02062		INSURER(S) AFFORDING COVERAGE INSURER A: Central Insurance Companies INSURER B: The Travelers Insurance Co. INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 20230

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Bkt addl ins GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CLP8621177	08/03/11	08/03/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP8615857	08/03/11	08/03/12	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	IHUB1260N67011	04/04/11	04/04/12	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Liquor Liability			LL0905000073	09/06/11	09/06/12	Occ 500,000 Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The Town of Brookline, 333 Washington Street, Brookline, MA 02445 is named as an additional insured as respects general liability and liquor liability.

Event Date: 11/14/2011

CERTIFICATE HOLDER

CANCELLATION

LARZA15 The Colonial Dames @ Larz Anderson Auto Museum 15 Newton Street Brookline, MA 02445	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Charles Rourke</i>
---	--



**Town of Brookline
Massachusetts
Brookline Police Department**

DANIEL C. O'LEARY
CHIEF OF POLICE

Liquor Licensing / Inspections
Lieutenant June Murphy
(617) 730-2659

To: Town Administrator Melvin Kleckner

Case: Museum of Transportation, 15 Newton Street

Re: All Kinds of Alcoholic Beverage One-Day License,
Monday, November 14, 2011

Date: October 20, 2011

Sir,

The Museum of Transportation, through Events Manager Karen Hasenfus, and the contracted catering service, Simply Serving Bartending, 9 Second Street, Norwood, MA 02062, #781-769-1900, has applied for an All Kinds of Alcoholic Beverage One-Day Liquor License that will be associated with a National Society of Colonial Dames Reception to be held at the Auto Museum on Monday, November 14, 2011 between the hours of 5:00pm – 9:00pm.

This event is not open to the public and there will be no charge for alcohol. Organizers anticipate approximately sixty (60) guests to attend this Reception. Approximately one (1) case of wine, one (1) case of beer and one (1) litre of each other liquor will be dispensed. Simply Serving Bartending employs certified bartenders who will be on hand to dispense all alcoholic beverages and check identifications. A copy of their Certificate of Liability specifically listing the Larz Anderson Auto Museum and the Town of Brookline as an insured party for that date, November 2, 2011, has been submitted.

There is sufficient parking available along the access road abutting the Museum of Transportation, as well as the upper parking area near the skating pavilion. A uniformed police detail officer will be assigned to provide security and to manage traffic issues as they arise.

The following are the requirements issued by the Office of the Chief of Police and the Town of Brookline Board of Selectmen regarding outside, and other large scale events at the Larz Anderson Museum of Transportation, which include:

- ❑ All outside events issued a temporary liquor license will require a police detail.
- ❑ No alcoholic beverages of any kind will be allowed beyond the designated lawn area, to prevent alcoholic beverages being possessed inside Larz Anderson Park. Signs indicating such will be posted in the lawn area and at the front entrance/exit to the auto museum. Auto museum staff will be responsible for placing these signs prior to the start of each outdoor event, which is assigned a temporary liquor license.
- ❑ Bar closing time shall be no later than 11:00pm, with no alcohol on tables or in possession of patrons after 11:30pm.
- ❑ Amplified music (live band, disc jockey, karaoke, etc...) shall terminate at 11:00pm.
- ❑ Non-amplified music may play until 11:30pm. No entertainment whatsoever after 11:30pm.
- ❑ No motor vehicle will be allowed to remain on Larz Anderson Park property after the event terminates. Vehicles that remain on Larz Anderson Park property will be subjected to parking ticket violation, and towed.
- ❑ All event guests shall leave Larz Anderson Park property by midnight. Clean-up staff may remain on the premises a bit longer as required.
- ❑ The Auto Museum staff shall be responsible for fully advising those in control of distributing alcohol at events hosted at their site about the above-noted requirements.

Additional requirements that the Auto Museum compiled and agreed to on August 17, 2011 to ensure that there is no service of alcohol prior to the start time stated on their one-day liquor licenses and to prevent guests from parking their vehicles in restricted areas:

- ❑ All contracts that the Auto Museum enters into with a catering or bartending service will include a clause that specifically states that no alcohol shall be served prior to the start time listed on the one-day liquor license for that event.
- ❑ The Auto Museum, when requesting a start time for events where alcohol will be served will add in an additional one half hour prior to that start time. This will prevent any discrepancies of time between individual clocks, watches, etc. and will also alleviate any pressure that the employees of the catering or bartending service may feel on serving a guest at the start of an event. This will increase the Auto Museum's cost when any event is scheduled for four (4) hours since the minimum number of hours for detail pay changes to six (6) hours once the four (4) hour limit has been exceeded. The Auto Museum is willing to take on this cost to prevent any future problems.
- ❑ The Auto Museum will have a staff member stationed at the bar prior to the start of each event where alcohol is served. This staff person will tell the bartender

- when the bar can be opened and will make every attempt to use a reliable mechanism to ensure they have the correct time.
- The Auto Museum will also have a staff member monitor the driveway area at the beginning of each event to ensure that all required signs are posted and that guests do not park in restricted areas. If they observe a guest park in a restricted area they will attempt to instruct the guest to move to a proper parking area or bring the matter to the attention of the assigned detail officer. This will also ensure that guests are not inconvenienced after an event has started.

The Auto Museum staff, prior to the issuance of a temporary liquor license, must adhere all of these requirements. There doesn't appear to be a reason to oppose the application for this All Kinds of Alcoholic Beverages Liquor License at this time, so long as all rules and regulations that pertain to the responsible service of alcohol are observed.

Respectfully submitted,

Lieutenant June Murphy

22. - 15

**TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON-SALES)**

Date October 13, 2011

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

40th Birthday Celebration
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held by the Larz Anderson Auto Museum
(Name of Person of Organization)

15 Newton Street, Brookline MA 02445
(Address of Person of Organization)

On the 18th day of November, 2011

Between the hours of 6:00 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Michael Iandoli Title: President Address: 41 Phillips St. Boston

Name: John Carberry Title: Treasurer Address: 531 South St. Needham

Name: John Darack Title: Clerk Address: 96 Lakeshore Dr. Wayland

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

1 case each wine and beer and 1 litres each other liquor

2) What is the maximum number of people to attend? 50

3) What is the age group of people to attend? 40

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided by La Bonne Maison Catering (617) 923-1131

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

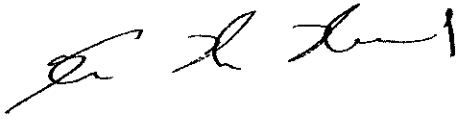
<u>Karen Hasenfus</u>	<u>58 Chester Avenue</u>	<u>Dedham MA</u>	<u>09/29/1954</u>
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547

Email Address: khasenfus@larzanderson.org

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.



Signature

Karen H Hasenfus

Name Printed

Operations and Events Manager

Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445

Address

(617) 522-6547

Telephone number(s)

khasenfus@larzanderson.org

Email address(es)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/13/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DOCTOROFF INSURANCE AGENCY P O BOX 135 BELMONT, MA 02478	CONTACT NAME: Edward Doctoroff	FAX (A/C No.): 617-484-8558
	PHONE (A/C No. Ext): 617-484-0700	E-MAIL: jess@doctoroff.com
INSURED LA BONNE MAISON, INC 103 MORSE STREET WATERTOWN, MA 02472	INSURER(S) AFFORDING COVERAGE	
	INSURER A: TRUMBULL INSURANCE COMPANY	
	INSURER B: TRAVELERS	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES		CERTIFICATE NUMBER		REVISION NUMBER		LIMITS	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSURER	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE GENERAL AGGREGATE LIMIT \$ 2,000,000 POLICY PERIOD 3/13/11 TO 3/13/12		1-680-9024C861-COF-11	03/13/11	3/13/12	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EX OCCURRENCE) \$ 300,000 MED EXP (ANY AND ALL PERSONS) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROM AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRE AUTOS NON OWNED AUTOS UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$		BA-8233C114-11-SEL	3/13/11	3/13/12	COMBINED SINGLE LIMIT (EX AGGREGATE) \$ BODILY INJURY (PER PERSON) \$ 250,000 BODILY INJURY (PER ACCIDENT) \$ 500,000 PROPERTY DAMAGE (PER ACCIDENT) \$ 100,000	
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY/INDEPENDENT CONTRACTOR/EMPLOYEE EXCLUDED (Mandatory in NH) If yes, describe contract DESCRIPTION OF OPERATIONS (Name)		1BUB-2748L54-1-11	03/13/11	03/13/12	EL EACH ACCIDENT \$ 500,000 EL DISEASE - SA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000	
A	LIQUOR LIABILITY		CPX015210	1/23/11	1/23/12	\$1,000,000	
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (attach ACORD 101 if more space is required) CATERING							

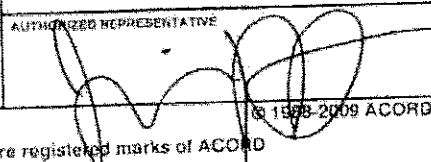
CERTIFICATE HOLDER

Town of Brookline
333 Washington Street
Brookline, MA 02445

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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**Town of Brookline
Massachusetts
Brookline Police Department**

DANIEL C. O'LEARY
CHIEF OF POLICE

Liquor Licensing / Inspections
Lieutenant June Murphy
(617) 730-2659

To: Town Administrator Melvin Kleckner

Case: Museum of Transportation, 15 Newton Street

Re: All Kinds of Alcoholic Beverage One-Day License,
Friday, November 18, 2011

Date: October 20, 2011

Sir,

The Museum of Transportation, through Events Manager Karen Hasenfus, and the contracted catering service, LaBonne Maison Catering, 109 Morse Street, Watertown, MA 02472, #617-923-1131, has applied for an All Kinds of Alcoholic Beverage One-Day Liquor License that will be associated with a 40th Birthday Celebration to be held at the Auto Museum on Friday, November 18, 2011 between the hours of 6:00pm – 11:00pm.

This event is not open to the public and there will be no charge for alcohol. Organizers anticipate approximately fifty (50) guests to attend this Celebration. Approximately one (1) case of wine, one (1) case of beer and one (1) litre of each other liquor will be dispensed. LaBonne Maison Catering employs certified bartenders who will be on hand to dispense all alcoholic beverages and check identifications. A copy of their Certificate of Liability specifically listing the Town of Brookline own of Brookline as an insured party for that date, November 18, 2011, has been submitted.

There is sufficient parking available along the access road abutting the Museum of Transportation, as well as the upper parking area near the skating pavilion. A uniformed police detail officer will be assigned to provide security and to manage traffic issues as they arise.

The following are the requirements issued by the Office of the Chief of Police and the Town of Brookline Board of Selectmen regarding outside, and other large scale events at the Larz Anderson Museum of Transportation, which include:

- ❑ All outside events issued a temporary liquor license will require a police detail.
- ❑ No alcoholic beverages of any kind will be allowed beyond the designated lawn area, to prevent alcoholic beverages being possessed inside Larz Anderson Park. Signs indicating such will be posted in the lawn area and at the front entrance/exit to the auto museum. Auto museum staff will be responsible for placing these signs prior to the start of each outdoor event, which is assigned a temporary liquor license.
- ❑ Bar closing time shall be no later than 11:00pm, with no alcohol on tables or in possession of patrons after 11:30pm.
- ❑ Amplified music (live band, disc jockey, karaoke, etc...) shall terminate at 11:00pm.
- ❑ Non-amplified music may play until 11:30pm. No entertainment whatsoever after 11:30pm.
- ❑ No motor vehicle will be allowed to remain on Larz Anderson Park property after the event terminates. Vehicles that remain on Larz Anderson Park property will be subjected to parking ticket violation, and towed.
- ❑ All event guests shall leave Larz Anderson Park property by midnight. Clean-up staff may remain on the premises a bit longer as required.
- ❑ The Auto Museum staff shall be responsible for fully advising those in control of distributing alcohol at events hosted at their site about the above-noted requirements.

Additional requirements that the Auto Museum compiled and agreed to on August 17, 2011 to ensure that there is no service of alcohol prior to the start time stated on their one-day liquor licenses and to prevent guests from parking their vehicles in restricted areas:

- ❑ All contracts that the Auto Museum enters into with a catering or bartending service will include a clause that specifically states that no alcohol shall be served prior to the start time listed on the one-day liquor license for that event.
- ❑ The Auto Museum, when requesting a start time for events where alcohol will be served will add in an additional one half hour prior to that start time. This will prevent any discrepancies of time between individual clocks, watches, etc. and will also alleviate any pressure that the employees of the catering or bartending service may feel on serving a guest at the start of an event. This will increase the Auto Museum's cost when any event is scheduled for four (4) hours since the minimum number of hours for detail pay changes to six (6) hours once the four (4) hour limit has been exceeded. The Auto Museum is willing to take on this cost to prevent any future problems.
- ❑ The Auto Museum will have a staff member stationed at the bar prior to the start of each event where alcohol is served. This staff person will tell the bartender

when the bar can be opened and will make every attempt to use a reliable mechanism to ensure they have the correct time.

- The Auto Museum will also have a staff member monitor the driveway area at the beginning of each event to ensure that all required signs are posted and that guests do not park in restricted areas. If they observe a guest park in a restricted area they will attempt to instruct the guest to move to a proper parking area or bring the matter to the attention of the assigned detail officer. This will also ensure that guests are not inconvenienced after an event has started.

The Auto Museum staff, prior to the issuance of a temporary liquor license, must adhere all of these requirements. There doesn't appear to be a reason to oppose the application for this All Kinds of Alcoholic Beverages Liquor License at this time, so long as all rules and regulations that pertain to the responsible service of alcohol are observed.

Respectfully submitted,

Lieutenant June Murphy

23. - 1
TOWN OF BROOKLINE
APPLICATION FOR A TEMPORARY ALL KINDS ALCOHOL SALES LICENSE

Date October 13, 2011

I hereby make application for a TEMPORARY ALCOHOLIC BEVERAGE LICENSE for the purpose of selling and dispensing ALL KINDS alcoholic beverages permitted by law at a

Fundraiser
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held by the Larz Anderson Auto Museum
(Name of Person of Non-Profit Organization)

15 Newton Street , Brookline MA 02445
(Address of Person of Non-Profit Organization)

On the 5th day of November, 2011

Between the hours of 5:30 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

[NOTE: Under state law, temporary licensees may not sell alcoholic beverage between the hours of 2:00 AM and 8:00 AM]

State law permits issuance of a temporary license to sell alcohol only to the responsible manager of an organization.

The above organization represents and warrant that the following individual is the organization's responsible manager:

Name: Karen H. Hasenfus Address: 58 Chester Ave. Dedham MA 02026

Title: Operations and Events Manager Date of Birth: 09/29/1954

Telephone Number(s) (24 hour contact information: (617) 522-6547 xt#18 or (781) 856-8527

Email Address(es): khasenfus@larzanderson.org

Complete name and addresses of the officers of the organization applying:

Name: Michael Iandoli Title: President Address: 41 Phillips St. Boston

Name: John Carberry Title: Treasurer Address: 531 South St. Needham

Name: John Darack Title: Clerk Address: 96 Lakeshore Dr. Wayland

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

5 cases wine and beer

2) What is the maximum number of people to attend? 150

3) What is the age group of people to attend? 40

4) Are you charging an admission fee? YES

5) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided by Sensational Foods Catering (617) 924-6703

6) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

7) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

8) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

9) If different from the responsible manager identified above, please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

<u>Karen Hasenfus</u>	<u>58 Chester Avenue</u>	<u>Dedham MA</u>	<u>09/29/1954</u>
(Name)	(Address)		(Date of Birth)

Telephone number: (617) 522-6547

Email Address: khasenfus@larzanderson.org

10) Does the organization have a pending application for a liquor license as a common victualler, inn-holder or club? Is the premises for which a temporary license is sought already the subject of a liquor license?

Yes

No

11) Please describe the portion (s) of the premises where the sale, storage and /or furnishing of alcohol will take place, including a specification and description of all indoor and outdoor portions of the premises (e.g. in the case of a function, table areas, bars, dance floors, tented area, etc.):

Bar will be set up in rear of museum

Town Property Use:

In the event that the applicant seeks to use a Town Property in connection with the event that is the subject of this application, this application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Certification: I certify that I, as the responsible manager of the organization, have been duly authorized to apply for this license on behalf of the organization, and that I will be responsible for the organization's compliance with all applicable federal, state and local laws, regulations, ordinances and conditions on the license and for the maintenance of order and decorum at the event.

Signature of Responsible Manager:



Karen H Hasenfus

Name Printed

Operations and Events Manager

Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445

Address

(617) 522-6547

Telephone number(s)

khasenfus@larzanderson.org



CERTIFICATE OF LIABILITY INSURANCE

 OP ID AG
SENSA-1

DATE (MM/DD/YYYY)

08/22/11

PRODUCER Waverley Insurance Agency 493 Trapelo Road Belmont MA 02478- Phone: 617-484-5216 Fax: 617-489-4626		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Sensational Foods LLC 91 Bigelow Ave Watertown MA 02472		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: St Paul Fire & Marine	40967
		INSURER B: St Paul Travelers	788
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	I680183M8187COF10	11/21/10	11/21/11	EACH OCCURRENCE	\$ 1000000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
						PERSONAL & ADV INJURY	\$ 1000000
						GENERAL AGGREGATE	\$ 2000000
						PRODUCTS - COMP/OP AGG	\$ 2000000
						GEN'L AGGREGATE LIMIT APPLIES PER:	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B		AUTOMOBILE LIABILITY	BA452M105A11SEL	01/14/11	01/14/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$ included
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
							\$
B		EXCESS / UMBRELLA LIABILITY	CUP-006769X589	08/12/11	08/12/12	EACH OCCURRENCE	\$ \$4,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ \$4,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ \$10,00					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	IHUB339M294310	11/28/10	11/28/11	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT	\$ \$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000
A		OTHER				Liquor	1,000,000
		St Paul Fire	I680183M8187COF10	11/21/10	11/21/11		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Event dates: 11/05/11

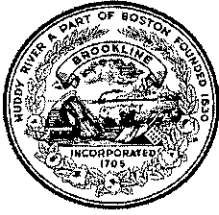
Event Located at Larz Anderson Museum of Transportation

See next page for additional information

CERTIFICATE HOLDER

CANCELLATION

TOWNOBRR Town of Brookline 33 Washington Street Brookline MA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE James Tracey
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**Town of Brookline
Massachusetts
Brookline Police Department**

DANIEL C. O'LEARY
CHIEF OF POLICE

Liquor Licensing / Inspections
Lieutenant June Murphy
(617) 730-2659

To: Town Administrator Melvin Kleckner

Case: Museum of Transportation, 15 Newton Street

Re: All Kinds of Alcoholic Beverage One-Day License,
Saturday, November 5, 2011

Date: October 20, 2011

Sir,

The Museum of Transportation, through Events Manager Karen Hasenfus, and the contracted catering service, Sensational Foods Catering, 91 Bigelow Avenue, Watertown, MA 02472, #617-924-6703 has applied for an All Kinds of Alcoholic Beverage One-Day Liquor License that will be associated with a Fundraiser to be held at the Auto Museum on Saturday, November 5, 2011 between the hours of 5:30pm – 11:00pm.

There will be an admission fee charged. Organizers anticipate approximately one hundred fifty (150) guests to attend this Fundraiser. Approximately five (5) cases of wine and five (5) cases of beer will be dispensed. Sensational Foods Catering employs certified bartenders who will be on hand to dispense all alcoholic beverages and check identifications. A copy of their Certificate of Liability specifically listing the Town of Brookline own of Brookline as an insured party for that date, November 5, 2011, has been submitted.

There is sufficient parking available along the access road abutting the Museum of Transportation, as well as the upper parking area near the skating pavilion. A uniformed police detail officer will be assigned to provide security and to manage traffic issues as they arise.

The following are the requirements issued by the Office of the Chief of Police and the Town of Brookline Board of Selectmen regarding outside, and other large scale events at the Larz Anderson Museum of Transportation, which include:

- ❑ All outside events issued a temporary liquor license will require a police detail.
- ❑ No alcoholic beverages of any kind will be allowed beyond the designated lawn area, to prevent alcoholic beverages being possessed inside Larz Anderson Park. Signs indicating such will be posted in the lawn area and at the front entrance/exit to the auto museum. Auto museum staff will be responsible for placing these signs prior to the start of each outdoor event, which is assigned a temporary liquor license.
- ❑ Bar closing time shall be no later than 11:00pm, with no alcohol on tables or in possession of patrons after 11:30pm.
- ❑ Amplified music (live band, disc jockey, karaoke, etc...) shall terminate at 11:00pm.
- ❑ Non-amplified music may play until 11:30pm. No entertainment whatsoever after 11:30pm.
- ❑ No motor vehicle will be allowed to remain on Larz Anderson Park property after the event terminates. Vehicles that remain on Larz Anderson Park property will be subjected to parking ticket violation, and towed.
- ❑ All event guests shall leave Larz Anderson Park property by midnight. Clean-up staff may remain on the premises a bit longer as required.
- ❑ The Auto Museum staff shall be responsible for fully advising those in control of distributing alcohol at events hosted at their site about the above-noted requirements.

Additional requirements that the Auto Museum compiled and agreed to on August 17, 2011 to ensure that there is no service of alcohol prior to the start time stated on their one-day liquor licenses and to prevent guests from parking their vehicles in restricted areas:

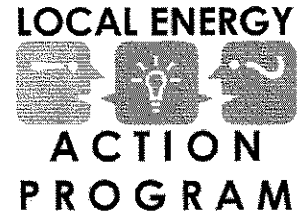
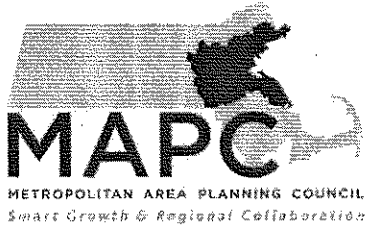
- ❑ All contracts that the Auto Museum enters into with a catering or bartending service will include a clause that specifically states that no alcohol shall be served prior to the start time listed on the one-day liquor license for that event.
- ❑ The Auto Museum, when requesting a start time for events where alcohol will be served will add in an additional one half hour prior to that start time. This will prevent any discrepancies of time between individual clocks, watches, etc. and will also alleviate any pressure that the employees of the catering or bartending service may feel on serving a guest at the start of an event. This will increase the Auto Museum's cost when any event is scheduled for four (4) hours since the minimum number of hours for detail pay changes to six (6) hours once the four (4) hour limit has been exceeded. The Auto Museum is willing to take on this cost to prevent any future problems.
- ❑ The Auto Museum will have a staff member stationed at the bar prior to the start of each event where alcohol is served. This staff person will tell the bartender when the bar can be opened and will make every attempt to use a reliable mechanism to ensure they have the correct time.
- ❑ The Auto Museum will also have a staff member monitor the driveway area at the beginning of each event to ensure that all required signs are posted and that guests

do not park in restricted areas. If they observe a guest park in a restricted area they will attempt to instruct the guest to move to a proper parking area or bring the matter to the attention of the assigned detail officer. This will also ensure that guests are not inconvenienced after an event has started.

The Auto Museum staff, prior to the issuance of a temporary liquor license, must adhere all of these requirements. There doesn't appear to be a reason to oppose the application for this All Kinds of Alcoholic Beverages Liquor License at this time, so long as all rules and regulations that pertain to the responsible service of alcohol are observed.

Respectfully submitted,

Lieutenant June Murphy



Erin Brandt
 Energy Planner
 Metropolitan Area Planning Council
 (617) 451-2770 ext. 2044
ebrandt@mapc.org

RE: Local Energy Action Program Letter of Interest

Dear Ms. Brandt:

On behalf of my municipality, _____, I would like to express interest in receiving an application for MAPC's Local Energy Action Program.

By signing this letter, I acknowledge that MAPC will regard my municipality as an interested program applicant unless otherwise notified. I understand that this letter is not a binding agreement, but must be signed and returned to MAPC no later than November 10, 2011. I understand that the program application is due to MAPC on December 15, 2011.

I understand that the application requires the signature of the municipal CEO, as well as letters of support from municipal and community stakeholders. Prior to submitting an application, I intend to determine my municipality's ability to match MAPC's technical assistance with funding and/or staff time and to get approval for participation in the program from the appropriate elected officials, boards, or other entities in my municipality.

Sincerely,

 (Signature)

 (Name)

 (Date)

 (Email Address/Phone Number)

Letters of interest from communities that would like to join the Local Energy Assistance Program are due **November 10, 2011**. [See additional information about the application and its deadlines. \(#application\)](#)

Project background

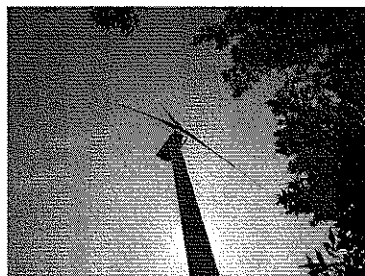
MAPC created the Local Energy Assistance Program to help communities plan and implement local clean energy projects. Communities selected to participate in the program will receive technical assistance from MAPC to plan for and launch innovative and financially sustainable projects that reduce energy use and greenhouse gas emissions in the municipal, residential, and commercial sectors.

MAPC's role

MAPC will work with communities over a two-year period to create and implement a local energy action plan, which will include an inventory of municipal and community-wide energy use and expenditures and past energy activities.

MAPC is working with municipal officials and community stakeholders to establish energy reduction goals and to identify strategies for reaching these goals. Energy strategies and projects initiated through this program will vary based on the extent to which each community has previously engaged in clean energy work.

The projects undertaken through the Local Energy Action Program will support **MAPC's MetroFuture goals of creating Healthy Environments** (<http://metrofuture.org/scenario/45>) **with decreased consumption of energy** (<http://metrofuture.org/goal/57>).



Medford Wind Turbines

Why it's important

Massachusetts, like the rest of the country, is facing daunting energy use challenges. A great amount of the work that will need to be done to address those challenges will happen at the local level, with municipalities that are able to develop policies and regulations that have a positive impact on energy efficiency and conservation.

Additional resources

Program Application Materials and Due Dates:

- For more information on the program, please read the [Project Description/Request for Letters of Interest](#) ([/sites/default/files/MAPC%20LEAP%20Solicitation%20FINAL.pdf](#)).
- Letters of interest are due **November 10, 2011**. They can be submitted by anyone in a city or town who can commit to recruiting support from municipal leadership. [Download the template Letter of Interest](#) ([/sites/default/files/MAPC%20LEAP%20Letter%20of%20Interest%20FINAL.pdf](#)).
- Applications are due **December 15, 2011**. They must be signed by the municipal CEO and include letters of support from municipal staff, community leaders, and/or local businesses. Applications will be distributed upon receipt of letters of interest.

Community Energy Opportunities

- MAPC is currently putting together a comprehensive description of municipal energy opportunities that could be supported by the Local Energy Action Program. For an example of these opportunities, [download our Municipal Energy Opportunities checklist](#) ([/sites/default/files/Muni-Energy-Opps_2-pgr_0.pdf](#)).

Presentations

- [MAPC presentation on the Local Energy Action Program](#) (http://www.mapc.org/sites/default/files/Metrowest_91511.pdf) to the [MetroWest Regional Collaborative](#) (<http://mapc.org/subregions/mwrc>), September 15, 2011

Contact info

Contact [Erin Brandt](http://www.mapc.org/about-mapc/staff/erin-brandt) (<http://www.mapc.org/about-mapc/staff/erin-brandt>), Energy Planner, at 617-451-2770, ext. 2044 and ebrandt@mapc.org (<mailto:ebrandt@mapc.org>) or [Helen Aki](http://www.mapc.org/about-mapc/staff/helen-aki) (<http://www.mapc.org/about-mapc/staff/helen-aki>), Energy Services Coordinator, at 617-451-2770, ext. 2054 and haki@mapc.org (<mailto:haki@mapc.org>)

Updated on October 11, 2011 - 11:11am